

Des Moines Area Community College

Open SPACE @ DMACC

Board of Directors Meeting Minutes

9-8-2015

Board of Directors Meeting Minutes (September 8, 2015)

DMACC

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Board of Directors
Des Moines Area Community College

Tuesday, September 8, 2015 - 3:00 PM
Joint Meeting with Heartland AEA

Heartland AEA Conference Rooms 107A & B
6500 Corporate Drive, Johnston

Agenda

1. Call to order.
2. Roll call.
3. Introductions.
4. Consideration of tentative agenda.
5. DMACC Update.
6. Heartland AEA Update.
7. Adjourn.

Board of Directors
Des Moines Area Community College

JOINT MEETING WITH
HEARTLAND AEA 11
September 8, 2015

A special meeting of the Des Moines Area Community College Board of Directors was held at Heartland AEA in Johnston on September 8, 2015. Board Chair Joe Pugel called the meeting to order at 3:08 p.m.

ROLL CALL/
INTRODUCTIONS

Heartland AEA Board Members Present: Sheri Benson, Margaret Borgen, Earl Bridgewater, Pete Evans, Cal Halliburton, Steve Rose and Ann Wilson. Absent: Jane Bell and Bruce Christensen. Chief Administrator Paula Vincent and Board Secretary Jenny Ugolini were also present.

DMACC Board Members Present: Felix Gallagher, Cheryl Langston, *Denny Presnall**, Joe Pugel, Wayne Rouse, *Madelyn Tursi**. Absent: Fred Buie, Kevin Halterman and Jim Knott. President Robert Denson and Board Secretary Carolyn Farlow were also present.

CONSIDERATION OF AGENDA

Wilson moved; seconded by Rose to approve the agenda as presented. Motion passed unanimously. Aye- Gallagher, Langston, Pugel, Rouse, Benson, Borgen, Bridgewater, Evans, Halliburton, Rose, Wilson. Nay-none.

DMACC UPDATE

DMACC President Rob Denson presented highlights of activities at the College including our 50th anniversary, University College Transfer (UCT) program, STEM, Iowa Culinary Institute, and workforce training funding and activities.

**Tursi arrives at 3:12 p.m.*

HEARTLAND AEA UPDATE

Paula Vincent, Chief Administrator at Heartland AEA, provided an overview of the foundation of Heartland's values: 1) Equity, 2) Excellence, and 3) Efficiency. Vincent's presentation ended with a video highlighting their past 40 years in honor of the agency's 40th Anniversary.

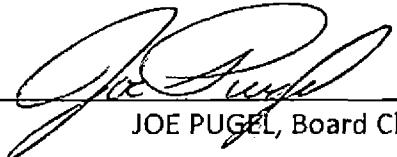
LEGISLATIVE ADVOCACY

Harry Heiligenthal and Phil Jeneary from Iowa Association of School Boards (IASB) presented information on increasing legislative influence on behalf of education. They led a discussion regarding the importance of creating a legislative advocacy plan based on three considerations: 1) What do we want every Citizen to know about our organization? 2) How do we expand our reach? and 3) How can we access powerful stories to share?

**Presnall arrives at 3:35 p.m.*

ADJOURN

Tursi moved; seconded by Presnall to adjourn. Motion passed unanimously and at 4:20 p.m. Board Chair Joe Pugel adjourned the meeting. Aye- Gallagher, Langston, Presnall, Pugel, Rouse, Tursi, Benson, Borgen, Bridgewater, Evans, Halliburton, Rose, Wilson. Nay-none.


JOE PUGEL, Board Chair


CAROLYN FARLOW, Board Secretary

Board of Directors
Des Moines Area Community College

Regular Board Meeting
September 8, 2015 – 4:00 p.m.

Heartland AEA Conference Rooms 107A & B
6500 Corporate Drive, Johnston

Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations: Jay Tiefenthaler; Director of Energy Management & Campus Safety

David Gisch; Associate Professor, Mathematics

Joel Overton; Associate Professor, Mathematics
6. Consent Items.
 - a. Consideration of minutes from July 13, 2015 Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
7. Board Report 15-111. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional certificates, directing the publication of a Notice of Intention to Issue not to exceed \$105,000 aggregate principal amount of New Jobs Training Certificates (**Des Moines Truck Brokers, Inc.**) of Des Moines Area Community College.
8. Board Report 15-112. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional certificates, directing the publication of a Notice of Intention to Issue not to exceed \$100,000 aggregate principal amount of New Jobs Training Certificates (**Bell Metrix, Inc. dba Gooi Data, Inc.**) of Des Moines Area Community College.

9. Board Report 15-113. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional certificates, directing the publication of a Notice of Intention to Issue not to exceed \$540,000 aggregate principal amount of New Jobs Training Certificates (**Pillar Technology Group, LLC**) of Des Moines Area Community College.
10. Board Report 15-114. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional certificates, directing the publication of a Notice of Intention to Issue not to exceed \$345,000 aggregate principal amount of New Jobs Training Certificates (**TPI Iowa, LLC Project #4**) of Des Moines Area Community College.
11. Board Report 15-115. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Agri Drain Corp. Project #8**.
12. Board Report 15-116. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Express Logistics, Inc. Project #4**.
13. Board Report 15-117. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Helena Industries, Inc.**
14. Board Report 15-118. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Iowa Property Exchange, LLC Project #2**.
15. Board Report 15-119. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Lely North America, Inc.**
16. Board Report 15-120. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Perficut Companies, Inc.**
17. Board Report 15-121. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Lifespace Communities, Inc.**
18. Board Report 15-122. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Springer Services, Inc. dba Springer Professional Home Services.**
19. Board Report 15-123. Approval of Workforce Training and Economic Development Allocation for FY 2016.

20. Presentation of financial report.
21. President's Report.
22. Committee Reports.
23. Board Members' Reports.
24. Information Items:
 - October 12 – Annual Board Meeting, Boone; 4:00 p.m.
 - October 16 – Fall President's Day
 - December 8 – West Campus Fall Graduation; 5:00 p.m.
 - December 9 – Ankeny Campus Fall Graduation; 6:00 p.m.
 - December 10 – Newton Campus Fall Graduation; 4:00 p.m.
 - December 10 – Boone Campus Fall Graduation; 4:00 p.m.
 - December 11 – Urban Campus Fall Graduation; 5:30 p.m.
25. Closed Session.
26. Adjourn.



**REGISTER
MEDIA**
A GANNETT COMPANY

AFFIDAVIT OF PUBLICATION

State of Iowa

County of Polk, ss.:

The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER

newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in The Des Moines Register on the following dates:

Ad No.	Start Date:	Run Dates:	Cost:
0000713842	09/23/15	09/23/15	\$53.23

Copy of Advertisement
Exhibit "A"

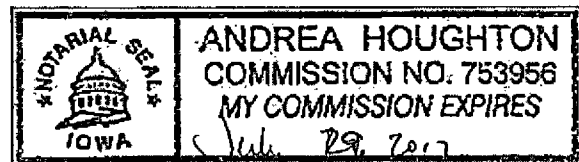

VP/Registered Weekly Newspapers

Subscribed and sworn to before me by said affiant this

24th day of September, 2015



Notary Public in and for Polk County, Iowa



**NOTICE OF INTENTION TO
ISSUE
NEW JOBS TRAINING
CERTIFICATES
(BELL METRIX, INC.
PROJECT)
OF DES MOINES AREA
COMMUNITY COLLEGE**

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$100,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Bell Metrix, Inc. Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Bell Metrix, Inc. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of
Directors
Secretary of the Board of
Directors



**REGISTER
MEDIA**

A GANNETT COMPANY

AFFIDAVIT OF PUBLICATION

State of Iowa

County of Polk, ss.:

The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER

newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in The Des Moines Register on the following dates:

Ad No.	Start Date:	Run Dates:	Cost:
0000713849	09/23/15	09/23/15	\$53.23

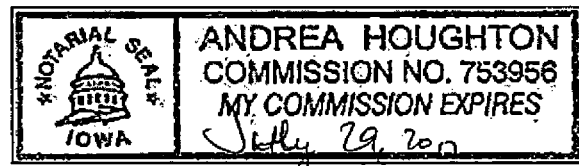
Copy of Advertisement
Exhibit "A"


VP/Register Weekly Newspapers

Subscribed and sworn to before me by said affiant this

24th day of September, 2015


Notary Public in and for Polk County, Iowa



**NOTICE OF INTENTION TO
ISSUE
NEW JOBS TRAINING
CERTIFICATES
(PILLAR TECHNOLOGY
GROUP, LLC PROJECT)
OF DES MOINES AREA
COMMUNITY COLLEGE**

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$540,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Pillar Technology Group, LLC Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Pillar Technology Group, LLC in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of
Directors
Secretary of the Board of
Directors



**REGISTER
MEDIA**

A GANNETT COMPANY

AFFIDAVIT OF PUBLICATION

State of Iowa

County of Polk, ss.:

The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER

newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in The Des Moines Register on the following dates:

Ad No.	Start Date:	Run Dates:	Cost:
0000713851	09/23/15	09/23/15	\$52.75

Copy of Advertisement
Exhibit "A"

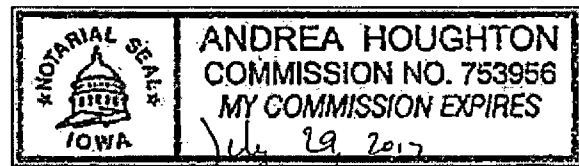

VP/Register Weekly Newspapers

Subscribed and sworn to before me by said affiant this

24th day of September, 2015



Notary Public in and for Polk County, Iowa



**NOTICE OF INTENTION TO
ISSUE
NEW JOBS TRAINING
CERTIFICATES
(TPI IOWA, LLC PROJECT #4)
OF DES MOINES AREA
COMMUNITY COLLEGE**

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$345,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (TPI Iowa, LLC Project #4) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at TPI Iowa, LLC in Newton, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of
Directors
Secretary of the Board of
Directors



**REGISTER
MEDIA**

A GANNETT COMPANY

AFFIDAVIT OF PUBLICATION

State of Iowa

County of Polk, ss.:

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newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in The Des Moines Register on the following dates:

Ad No.	Start Date:	Run Dates:	Cost:
0000713863	09/23/15	09/23/15	\$53.23

Copy of Advertisement
Exhibit "A"


VP/Register Weekly Newspapers

Subscribed and sworn to before me by said affiant this

24th day of September, 2015


Notary Public in and for Polk County, Iowa



**NOTICE OF INTENTION TO
ISSUE
NEW JOBS TRAINING
CERTIFICATES
(DES MOINES TRUCK
BROKERS, INC. PROJECT)
OF DES MOINES AREA
COMMUNITY COLLEGE**

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$105,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Des Moines Truck Brokers, Inc. Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Des Moines Truck Brokers, Inc. in Norwalk, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of
Directors
Secretary of the Board of
Directors

Board of Directors
Des Moines Area Community College

REGULAR MEETING
September 8, 2015

The regular meeting of the Des Moines Area Community College Board of Directors was held at Heartland AEA in Johnston on September 8, 2015. Board Chair Joe Pugel called the meeting to order at 4:30 p.m.

ROLL CALL

Members Present: Felix Gallagher, Cheryl Langston, Denny Presnall, Joe Pugel, Wayne Rouse, Madelyn Tursi.

Members absent: Fred Buie, Kevin Halterman and Jim Knott.

Others present: Rob Denson, President/CEO; Carolyn Farlow, Board Secretary; Joe DeHart, Board Treasurer; faculty and staff.

CONSIDERATION OF
TENTATIVE AGENDA

Tursi moved; seconded by Presnall to approve the tentative agenda as presented.

Motion passed unanimously. Aye-Gallagher, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.

PUBLIC COMMENTS

None.

PRESENTATIONS

Jay Tiefenthaler, Director of Energy Management & Campus Safety, spoke briefly about energy conservations efforts at the college. He then introduced John Lampas from Cenergistic, who presented the Energy Excellence Award to the College. This award represents \$1 million in energy savings.

David Gisch, Associate Professor of Mathematics, presented information on his LINC project of developing and implementing a Blackboard Community for DMACC's West campus.

Joel Overton, Associate Professor of Mathematics, provided an overview of his LINC project of exploring models of Competency-Based Education and accessing "on demand" courses.

CONSENT ITEMS

Langston moved; seconded by Presnall to approve the consent items: a) Minutes from the July 13, 2015 Regular Board Meeting; b) Human Resources Report and Addendum (Attachment #1); and c) Payables (Attachment #2).

Motion passed unanimously. Aye-Gallagher, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.

APPROVE NEW JOBS
TRAINING AGREEMENT

Rouse moved; seconded by Tursi to approve Items #7 through #10 as one consent item. Motion passed on a roll call vote. Aye-Gallagher, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.

*Des Moines Truck
Brokers, Inc.*

Board Report 15-111. Attachment #3. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional certificates, directing the publication of a Notice of Intention to Issue not to exceed \$105,000 aggregate principal amount of New Jobs Training Certificates (**Des Moines Truck Brokers, Inc.**) of Des Moines Area Community College.

*Bell Metrix, Inc. dba
Gooi Data, Inc.*

Board Report 15-112. Attachment #4. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional certificates, directing the publication of a Notice of Intention to Issue not to exceed \$100,000 aggregate principal amount of New Jobs Training Certificates (**Bell Metrix, Inc. dba Gooi Data, Inc.**) of Des Moines Area Community College.

*Pillar Technology Group,
LLC*

Board Report 15-113. Attachment #5. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional certificates, directing the publication of a Notice of Intention to Issue not to exceed \$540,000 aggregate principal amount of New Jobs Training Certificates (**Pillar Technology Group, LLC**) of Des Moines Area Community College.

TPI Iowa, LLC Project #4

Board Report 15-114. Attachment #6. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional certificates, directing the publication of a Notice of Intention to Issue not to exceed \$345,000 aggregate principal amount of New Jobs Training Certificates (**TPI Iowa, LLC Project #4**) of Des Moines Area Community College.

APPROVE TRAINING OR
RETRAINING
AGREEMENTS

Tursi moved; seconded by Langston to approve Items #11 through #18 as one consent item. Motion passed on a roll call vote. Aye-Gallagher, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.

*Agri Drain Corp. Project
#8*

Board Report 15-115. Attachment #7. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Agri Drain Corp. Project #8**.

*Express Logistics, Inc.
Project #4*

Board Report 15-116. Attachment #8. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Express Logistics, Inc. Project #4**.

Helena Industries, Inc.

Board Report 15-117. Attachment #9. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Helena Industries, Inc.**

*Iowa Property Exchange,
LLC Project #2*

Board Report 15-118. Attachment #10. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Iowa Property Exchange, LLC Project #2**.

Lely North America, Inc. Board Report 15-119. Attachment #11. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Lely North America, Inc.**

Perficut Companies, Inc. Board Report 15-120. Attachment #12. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Perficut Companies, Inc.**

Lifespace Communities, Inc. Board Report 15-121. Attachment #13. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Lifespace Communities, Inc.**

Springer Services, Inc. dba Springer Professional Home Services Board Report 15-122. Attachment #14. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Springer Services, Inc. dba Springer Professional Home Services.**

APPROVE WTED ALLOCATION FOR FY16 Board Report 15-123. Tursi moved, seconded by Presnall to adopt the FY16 Des Moines Area Community College plan for use of the Workforce Training and Economic Development Fund allocation.

Motion passed on a roll call vote. Aye-Gallagher, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.

FINANCIAL REPORT Greg Martin, Vice President for Business Services, presented the August 2015 two month financial report as shown in Attachment #15 to these minutes.


COMMITTEE REPORTS None.

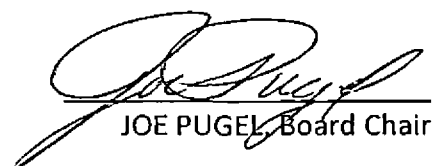
CLOSED SESSION – EVALUATION Rouse moved; seconded by Presnall to hold a closed session as provided in Section 21.5(1)(i) of the Open Meetings Law to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. There is a written request for the Closed Session on file.

Motion passed on a roll call vote. Aye-Gallagher, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.

RETURN TO OPEN SESSION The Board returned to open session at 6:08 p.m. An audio recording of the closed session has been placed in the lock box at Community State Bank.

ADJOURN Langston moved to adjourn; seconded by Tursi. Motion passed unanimously and at 6:10 p.m., Board Chair Pugel adjourned the meeting. Aye-Gallagher, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.


CAROLYN FARLOW, Board Secretary


JOE PUGEL, Board Chair

AGENDA ITEM

Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

1. Robinson, Wade

Director, Student Development

Ankeny Campus

Annual Salary: \$110,000

Effective: July 27, 2015

Continuing Contract

2. Kollasch, Jacquelyn

Instructor, Dental Hygiene

Ankeny Campus

Annual Salary: \$59,298

Effective: August 17, 2015

Continuing Contract

3. McBee, Ann

Instructor, English

West Campus

Annual Salary: \$56,173

Effective: August 17, 2015

Continuing Contract

4. Johnston, Whitney

Instructor, Nursing

Boone Campus

Annual Salary: \$63,984

Effective: August 17, 2015

Continuing Contract

5. Galien, Danielle

Instructor, Criminal Justice

Ankeny Campus

Annual Salary: \$60,860

Effective: August 17, 2015

Continuing Contract

II. Resignation

- 1. Mann, Dennis**
Instructor, Welding
Ankeny Campus
Effective: August 14, 2015

- 2. Cerfogli, Frank**
Professor, Veterinary Technology
Effective Date: December 11, 2015

RECOMMENDATION

It is moved that the Board accepts the President's recommendation as to the above personnel actions.

Addendum

Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

- 1. Samson, Marcus**
Instructor, Welding
Ankeny Campus
9 Month Position
Annual Salary: \$46,019
Effective: September 8, 2015
Continuing Contract
- 2. Rodenborn, Patrick**
Instructor, HiSET
Southridge
9 Month Position
Annual Salary: \$46,800
Effective Date: September 8, 2015
Continuing Contract

II. Resignation

- 1. Wagner, Donavun**
Professor, Welding
Ankeny Campus
Effective: August 14, 2015
- 2. Simms, Mark**
Professor, Water and Wastewater Technology
Ankeny Campus
Effective Date: September 1, 2015
- 3. Netcott, Curtis**
Professor, Automotive Technology
Newton Campus
Effective Date: May 8, 2015

RECOMMENDATION

It is moved that the Board accepts the President's recommendation as to the above personnel actions.

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 1

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Beirman Furniture	591662	\$9,709.68	\$9,709.68	6269	Equip Replacement St	Other Company Servic
CDW Government Inc	591666	\$3,934.00	\$2,635.00	6323	Office of Exec Dean,	Minor Equipment
			\$1,299.00	6323	Office of Exec Dean,	Minor Equipment
Certification Center	591668	\$5,712.00	\$5,712.00	6322	Continuing Ed, Healt	Materials & Supplies
Chape Consults LLC	591669	\$6,138.00	\$138.00	6930	Economic Development	Other Current Expens
			\$6,000.00	6015	Economic Development	Consultant's Fees
Display Creators Inc	591675	\$12,490.25	\$12,490.25	7100	50th Anniv - Marketi	Furniture, Machinery
Hewlett Packard	591682	\$4,492.07	\$3,133.87	6323	ACE Aging Services	Minor Equipment
			\$235.00	6322	Aging Services Admin	Materials & Supplies
			\$1,123.20	6323	Student Activities	Minor Equipment
Higher One	591683	\$51,679.69	\$51,679.69	6269	Student ID Card Offi	Other Company Servic
Hobby Haven	591684	\$4,296.96	\$4,296.96	6322	Continuing Ed, Home	Materials & Supplies
Iowa State Fair	591686	\$7,852.00	\$7,852.00	6322	Office of Dir, Marke	Materials & Supplies
Kabel Business Services	591689	\$6,456.71	\$6,456.71	6268	Central IA Wrkfrc I	Contracted Services-
Kirkwood Community Colleg	591690	\$6,450.00	\$6,450.00	6015	Manufacturing Skills	Consultant's Fees
Panorama Community School	591699	\$10,950.62	\$10,950.62	6269	Proj Lead the Way-Pa	Other Company Servic
Peak Performance	591701	\$3,990.00	\$3,990.00	6269	Volleyball	Other Company Servic
ABC Virtual Communication	591722	\$2,920.00	\$335.00	6269	Office of Exec Dir,	Other Company Servic

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ABC Virtual Communication	591722	\$2,920.00	\$250.00	6269	Office of Exec Dir,	Other Company Servic
			\$335.00	6269	Office of Exec Dir,	Other Company Servic
			\$2,000.00	6269	Equip Replacement Co	Other Company Servic
Allender Butzke Engineers	591728	\$8,662.12	\$1,934.10	6015	Student Center Proje	Consultant's Fees
			\$1,199.58	6015	Building 7 Expansion	Consultant's Fees
			\$1,099.14	6015	Building 7 Expansion	Consultant's Fees
			\$2,559.16	6015	Student Center Proje	Consultant's Fees
			\$1,870.14	6015	Building 7 Expansion	Consultant's Fees
Baxter Construction	591737	\$445,550.28	\$445,550.28	7600	Building 7 Expansion	Buildings and Fixed
Brockway Mechanical & Roo	591743	\$15,770.00	\$15,770.00	7600	Student Center Proje	Buildings and Fixed
City of Ames	591753	\$4,075.27	\$4,075.27	6190	Utilities	Utilities
City of Ankeny	591754	\$9,415.29	\$87.54	6190	Utilities	Utilities
			\$67.12	6190	Utilities	Utilities
			\$67.12	6190	Utilities	Utilities
			\$29.66	6190	Utilities	Utilities
			\$339.55	6190	Utilities	Utilities
			\$107.96	6190	Utilities	Utilities
			\$25.57	6190	Utilities	Utilities
			\$107.96	6190	Utilities	Utilities
			\$53.13	6190	Utilities	Utilities
			\$577.90	6190	Physical Plant Opera	Utilities
			\$479.59	6190	Utilities	Utilities
			\$67.12	6190	Utilities	Utilities
			\$4,252.78	6190	Utilities	Utilities
			\$3,018.05	6190	Utilities	Utilities
			\$67.12	6190	Utilities	Utilities

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 3

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Ankeny	591754	\$9,415.29	\$67.12	6190	Utilities	Utilities
Clear Channel Outdoor Inc	591755	\$5,775.00	\$5,775.00	6110	Office of Dir, Marke	Information Services
Constellation NewEnergy G	591756	\$7,634.26	\$7,634.26	6190	Utilities	Utilities
Cunningham Inc	591761	\$129,688.30	\$129,688.30	7600	Student Center Proje	Buildings and Fixed
Davis Brown Koehn Shors a	591765	\$16,805.03	\$904.50	6013	Student Center Proje	Legal Fees
			\$9,496.53	6013	Economic Development	Legal Fees
			\$164.00	6013	Office of Sr VP, Bus	Legal Fees
			\$204.00	6013	Student Center Proje	Legal Fees
			\$68.00	6013	Office of Sr VP, Bus	Legal Fees
			\$3,978.00	6013	Office of Sr VP, Bus	Legal Fees
			\$902.00	6013	Office of Sr VP, Bus	Legal Fees
			\$1,088.00	6013	Economic Development	Legal Fees
Des Moines Register	591768	\$5,867.10	\$4,539.50	6110	Office of Exec Dir,	Information Services
			\$1,327.60	6110	Accounting	Information Services
Elder Corporation	591776	\$166,250.00	\$166,250.00	7600	Student Center Proje	Buildings and Fixed
FBG Service Corporation	591781	\$52,906.67	\$4,513.00	6030	Physical Plant Opera	Custodial Services
			\$227.93	6030	FFA Enrichment Cente	Custodial Services
			\$308.82	6030	FFA Enrichment Cente	Custodial Services
			\$571.02	6030	FFA Enrichment Cente	Custodial Services
			\$254.01	6030	FFA Enrichment Cente	Custodial Services
			\$132.35	6030	FFA Enrichment Cente	Custodial Services
			\$200.54	6030	FFA Enrichment Cente	Custodial Services
			\$8,462.00	6030	Physical Plant Opera	Custodial Services
			\$19,826.00	6030	Custodial	Custodial Services

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FBG Service Corporation	591781	\$52,906.67	\$7,673.00	6030	Plant Operations - S	Custodial Services
			\$2,250.00	6030	Plant Operations, Pe	Custodial Services
			\$4,348.00	6030	Plant Operations, St	Custodial Services
			\$4,140.00	6030	Physical Plant Opera	Custodial Services
First Choice Distribution	591782	\$2,919.64	\$945.38	6410	Physical Plant Wareh	Janitorial Materials
			\$2,250.96	6410	Physical Plant Opera	Janitorial Materials
			\$47.52	6410	Physical Plant Opera	Janitorial Materials
			-\$1,373.52	6410	Physical Plant Opera	Janitorial Materials
			\$1,049.30	6410	Physical Plant Opera	Janitorial Materials
Hockenbergs Equipment	591796	\$3,595.00	\$3,595.00	7100	Equip Replacement Sc	Furniture, Machinery
Holmes Murphy & Associat	591797	\$113,468.85	\$6,375.00	6180	Tort Insurance	Insurance
			\$48,262.85	6180	Tort Insurance	Insurance
			\$14,140.00	6180	Non Tort Insurance	Insurance
			\$44,691.00	6180	Non Tort Insurance	Insurance
JE Dunn	591803	\$136,528.31	\$136,528.31	7600	Student Center Proje	Buildings and Fixed
Jeff MacTaggart Masonary	591804	\$12,103.00	\$12,103.00	7600	Student Center Proje	Buildings and Fixed
Jones Library Sales Inc	591807	\$7,200.00	\$7,200.00	6269	Student Center Proje	Other Company Servic
KCCI TV	591809	\$3,640.00	\$100.00	6110	Office of Dir, Marke	Information Services
			\$3,540.00	6110	Office of Dir, Marke	Information Services
Lloyd Ohland	591818	\$40,542.00	\$40,542.00	6100	Buildings Equipment	Maintenance of Groun
Metro Waste Authority	591827	\$2,844.55	\$415.38	6263	Office of Exec Dean,	Disposal of Hazardou
			\$660.00	6263	Office of Dean, Heal	Disposal of Hazardou

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
			AMOUNT	NUMBER		
Metro Waste Authority	591827	\$2,844.55	\$395.36	6263	Physical Plant Opera	Disposal of Hazardou
			\$387.30	6263	Mathematics & Scienc	Disposal of Hazardou
			\$215.20	6263	Office of Dean, Heal	Disposal of Hazardou
			\$771.31	6263	Physics/Chemistry/Bi	Disposal of Hazardou
MidAmerican Energy Co	591829	\$72,227.85	\$463.46	6190	Plant Operations-Cap	Utilities
			\$4,206.76	6190	Physical Plant Opera	Utilities
			\$1,925.19	6190	Cap Med Bldg-Common	Utilities
			\$221.94	6190	Racing & Gaming Rent	Utilities
			\$65,410.50	6190	Utilities	Utilities
MidAmerican Energy Co	591830	\$4,888.10	\$236.57	6190	Plant Operations - S	Utilities
			\$4,651.53	6190	Plant Operations - S	Utilities
Multivista	591838	\$3,150.00	\$250.00	6019	Boone Expansion	Prof Svcs-Individual
			\$850.00	6019	Building 7 Expansion	Prof Svcs-Individual
			\$2,050.00	6019	Student Center Proje	Prof Svcs-Individual
Neumann Brothers Inc	591839	\$464,868.98	\$464,868.98	7600	Student Center Proje	Buildings and Fixed
New Century FS Inc	591840	\$2,765.60	\$2,765.60	6420	Grounds	Vehicle Materials an
Sande Construction & Supp	591856	\$42,750.00	\$42,750.00	7600	Student Center Proje	Buildings and Fixed
SAS Institute World Headq	591858	\$6,200.00	\$6,200.00	6269	Office Exec Dir, Ins	Other Company Servic
Schumacher, Dale	591859	\$14,200.00	\$14,200.00	2019	Skills USA	Accounts Payable Acc
State of Iowa Department	591863	\$5,380.00	\$5,380.00	6269	Continuing Ed, 2 Day	Other Company Servic
Storey Kenworthy	591866	\$15,825.89	\$121.04	6322	Student Services	Materials & Supplies

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	591866	\$15,825.89	\$713.57	6322	Practical Nursing	Materials & Supplies
			\$560.92	6322	Continuing Ed, Manuf	Materials & Supplies
			\$185.15	6322	IES-Des Moines	Materials & Supplies
			\$55.37	6322	High School Completi	Materials & Supplies
			\$107.85	6322	Continuing Ed, Healt	Materials & Supplies
			\$754.47	6322	Information Systems	Materials & Supplies
			\$38.70	6322	Graphic Design	Materials & Supplies
			\$261.55	6322	Evening & Weekend	Materials & Supplies
			\$546.62	6322	Equipment Replacemen	Materials & Supplies
			\$190.48	6322	Equipment Replacemen	Materials & Supplies
			\$35.89	6322	Environmental Scienc	Materials & Supplies
			\$107.90	6322	Evelyn Davis Center	Materials & Supplies
			\$57.15	6322	Continuing Ed, Drink	Materials & Supplies
			\$1,176.93	6322	Dental Assistant	Materials & Supplies
			\$1,486.58	6322	Office of Exec Dean,	Materials & Supplies
			\$10.49	6322	Office of Exec Dean,	Materials & Supplies
			\$88.34	6322	Office of Dean, Indu	Materials & Supplies
			\$1,052.70	6322	Office of Dean, Heal	Materials & Supplies
			\$301.42	6322	Office of Exec Dean,	Materials & Supplies
			\$852.89	6322	Dean, Business & Inf	Materials & Supplies
			\$45.60	6322	Curriculum & Schedul	Materials & Supplies
			\$368.57	6322	Credentials	Materials & Supplies
			\$106.28	6322	Office of Controller	Materials & Supplies
			\$1,071.26	6322	Business Administrat	Materials & Supplies
			\$67.88	6322	Arts and Sciences	Materials & Supplies
			\$293.37	6322	Upward Bound Year 23	Materials & Supplies
			\$62.52	6322	PACE Program 260H	Materials & Supplies
			\$801.92	6322	IPT Regional Telecom	Materials & Supplies
			\$149.80	6322	English Literacy-Sou	Materials & Supplies
			\$112.00	6322	Local 33 Pipe/Steamf	Materials & Supplies
			\$20.93	6322	Surgical Technician	Materials & Supplies

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 7

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	591866	\$15,825.89	\$241.24	6322	Office of Dir, Stude	Materials & Supplies
			\$759.14	6322	Office of Dir, Finan	Materials & Supplies
			\$7.46	6322	Continuing Ed, Softw	Materials & Supplies
			\$13.52	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$312.34	6322	Real Time Court Repo	Materials & Supplies
			\$166.15	6322	Admissions/Registrat	Materials & Supplies
			\$489.00	6322	Perry Operations	Materials & Supplies
			\$228.78	6322	Program Development	Materials & Supplies
			\$152.35	6322	Office of the Dir, P	Materials & Supplies
			\$149.71	6322	Other General Instit	Materials & Supplies
			\$294.05	6322	Organization & Opera	Materials & Supplies
			\$86.44	6322	Optometric/Ophthalmi	Materials & Supplies
			\$39.80	6322	Practical Nursing	Materials & Supplies
			\$71.87	6322	Practical Nursing	Materials & Supplies
			\$60.11	6322	Motorcycle and Moped	Materials & Supplies
			\$410.42	6322	Office of Dir, Marke	Materials & Supplies
			\$537.37	6322	Corrections-Newton	Materials & Supplies
US Erectors Inc	591870	\$41,814.57	\$41,814.57	7600	Student Center Proje	Buildings and Fixed
Watts, Ann L.	591876	\$2,892.58	\$1,294.90	2019	IMSEP at UNI	Accounts Payable Acc
			\$1,597.68	2019	IMSEP at UNI	Accounts Payable Acc
Wex Bank	591879	\$8,069.59	\$1,016.91	6420	Mechanical Maintenanc	Vehicle Materials an
			\$477.03	6420	Office of Exec Dean,	Vehicle Materials an
			\$94.18	6420	Agri Business	Vehicle Materials an
			\$267.02	6420	Building Trades	Vehicle Materials an
			\$110.42	6420	Campus Communication	Vehicle Materials an
			\$42.46	6420	Office of Exec Dean,	Vehicle Materials an
			\$25.44	6420	Economic Development	Vehicle Materials an
			\$1,092.45	6420	Grounds	Vehicle Materials an

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Wex Bank	591879	\$8,069.59	\$83.24	6420	Mail Service	Vehicle Materials an
			\$23.15	6420	Office of Dir, Marke	Vehicle Materials an
			\$241.69	6420	Office of the Dir, P	Vehicle Materials an
			\$334.89	6420	Physical Plant Opera	Vehicle Materials an
			\$223.81	6420	Plant Operations - S	Vehicle Materials an
			\$196.90	6420	Physical Plant Opera	Vehicle Materials an
			\$167.52	6420	Physical Plant Opera	Vehicle Materials an
			\$432.44	6420	Program Development	Vehicle Materials an
			\$106.54	6420	WLAN Support	Vehicle Materials an
			\$205.22	6420	Warren County Career	Vehicle Materials an
			\$1,976.23	6420	Vehicle Pool	Vehicle Materials an
			\$54.08	6420	Transportation	Vehicle Materials an
			\$63.72	6420	Occupational Safety	Vehicle Materials an
			\$314.89	6420	Non Tort Security In	Vehicle Materials an
			\$519.36	6420	Non Tort Security In	Vehicle Materials an
Workman, William S.	591883	\$6,100.00	\$6,100.00	6015	WTED-General Exp	Consultant's Fees
Workplace Answers	591884	\$3,495.00	\$3,495.00	6269	Office of Sr VP, Aca	Other Company Servic
Xerox Corp	591885	\$2,851.88	\$271.83	6220	Duplicating Services	Rental of Equipment
			\$518.50	6220	Duplicating Services	Rental of Equipment
			\$206.39	6220	Duplicating Services	Rental of Equipment
			\$692.14	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$206.39	6220	Duplicating Services	Rental of Equipment
			\$176.13	6220	Duplicating Services	Rental of Equipment
			\$780.50	6322	Duplicating Services	Materials & Supplies
DMACC	591890	\$4,300.00	\$4,300.00	2019	WIA-Adult	Accounts Payable Acc
Holmes Murphy & Associat	591893	\$3,171.93	\$351.00	6180	Central IA Wrkfrce I	Insurance

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 9

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Holmes Murphy & Associat	591893	\$3,171.93	\$2,820.93	6180	Central IA Wrkfrc I	Insurance
Nelson Development 10 LLC	591898	\$8,369.32	\$601.63	6030	IES-Des Moines	Custodial Services
			\$47.90	6030	Workforce Services	Custodial Services
			\$379.94	6210	Workforce Services	Rental of Buildings
			\$7,339.85	6210	IES-Des Moines	Rental of Buildings
United Way of Central Iow	591901	\$20,000.00	\$6,666.66	2019	WIA-Dislocated Worke	Accounts Payable Acc
			\$6,666.67	2019	WIA-Adult	Accounts Payable Acc
			\$6,666.67	2019	WIA-Disability Emplo	Accounts Payable Acc
Ahlers and Cooney PC	591986	\$3,486.00	\$969.00	6013	Office of Sr VP, Bus	Legal Fees
			\$1,224.00	6013	Office of Sr VP, Bus	Legal Fees
			\$1,293.00	6013	Office of Sr VP, Bus	Legal Fees
All State Industries	591989	\$34,508.00	\$2,209.70	6269	All State Industries	Other Company Servic
			\$30,290.25	6269	All State Industries	Other Company Servic
			\$2,008.05	6269	All State Industries	Other Company Servic
Allender Butzke Engineers	591990	\$7,898.13	\$622.56	6015	Student Center Proje	Consultant's Fees
			\$4,716.60	6015	Student Center Proje	Consultant's Fees
			\$1,030.84	6015	Building 7 Expansion	Consultant's Fees
			\$1,066.62	6015	Building 7 Expansion	Consultant's Fees
			\$461.51	6015	Student Center Proje	Consultant's Fees
Alliance Connect	591991	\$6,139.00	\$6,139.00	6150	Campus Communication	Communications
Alt Studios LLC	591993	\$4,260.00	\$4,260.00	6015	Office of Exec Dir,	Consultant's Fees
American Heritage Life In	591994	\$3,473.64	\$339.20	2289	Payroll Office	Hospitalization Insu
			\$379.66	2288	Payroll Office	Critical Illness Ins

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 10

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
American Heritage Life In	591994	\$3,473.64	\$1,557.96	2287	Payroll Office	Cancer Insurance Pay
			\$1,196.82	2286	Payroll Office	Accident Insurance P
Anchor Fasteners	591996	\$14,657.64	\$4,239.04	6322	Equipment Replacemen	Materials & Supplies
			\$4,776.73	6322	Program Development	Materials & Supplies
			\$1,425.66	6322	Equipment Replacemen	Materials & Supplies
			\$4,216.21	6322	Equipment Replacemen	Materials & Supplies
Anderson, Walter G.	591997	\$38,250.00	\$38,250.00	6269	Walter G Anderson Jo	Other Company Servic
Aspen Waste Systems of Io	592002	\$3,505.00	\$40.00	6030	Plant Operations - E	Custodial Services
			\$220.00	6030	Plant Operations - S	Custodial Services
			\$125.00	6030	FFA Enrichment Cente	Custodial Services
			\$90.00	6030	Cap Med Bldg-Common	Custodial Services
			\$110.00	6030	FFA Enrichment Cente	Custodial Services
			\$445.00	6030	Custodial	Custodial Services
			\$2,352.00	6030	Custodial	Custodial Services
			\$33.00	6030	Plant Operations - E	Custodial Services
			\$90.00	6030	Physical Plant Opera	Custodial Services
Audio Video Logic LLC	592005	\$7,500.00	\$7,500.00	6323	Equip Replacement Sc	Minor Equipment
B2E Direct Marketing Inc	592007	\$8,420.70	\$3,500.00	6230	Office of Dir, Marke	Postage and Expediti
			\$4,920.70	6230	Office of Dir, Marke	Postage and Expediti
Baker Group Corp.	592008	\$28,002.13	\$28,002.13	6269	Baker Group Proj #2	Other Company Servic
Bentley Systems Inc	592010	\$5,000.00	\$5,000.00	6265	Non Tort Equip Maint	Software Service Agr
Blackboard Inc	592012	\$273,167.00	\$273,167.00	6265	Non Tort Equip Maint	Software Service Agr
Buckman Laboratories Inc	592014	\$8,472.94	\$8,472.94	6322	Mechanical Maintenanc	Materials & Supplies

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
CampuseAI	592016	\$10,000.00	\$10,000.00	6265	Non Tort Equip Maint	Software Service Agr
Carolina Biological Suppl	592018	\$6,432.24	\$68.55	6322	Mathematics & Scienc	Materials & Supplies
			\$6,175.00	6322	Equip Replacement Sc	Materials & Supplies
			\$188.69	6322	Mathematics & Scienc	Materials & Supplies
CDS Global	592023	\$12,182.25	\$12,182.25	6269	CDS Global, Inc.-Mgt	Other Company Servic
Cenergistic Inc	592024	\$15,354.75	\$15,354.75	6019	Utilities	Prof Svcs-Individual
Central Iowa Sheet Metal	592025	\$61,981.00	\$61,981.00	6269	Sheet Metal Bus Netw	Other Company Servic
CenturyLink	592026	\$5,607.34	\$41.97	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$1,014.00	6150	Campus Communication	Communications
			\$147.25	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$507.00	6150	Communications	Communications
			\$600.00	6150	Campus Communication	Communications
CIT Charters Inc	592029	\$3,986.20	\$3,986.20	6420	Baseball Booster Clu	Vehicle Materials an
Concrete Contracting Comp	592038	\$11,880.00	\$11,880.00	6100	Buildings Equipment	Maintenance of Groun
Credo Reference Limited	592042	\$11,586.00	\$11,586.00	6269	Equipment Replacemen	Other Company Servic

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 12

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Cumulus Broadcasting	592046	\$3,000.00	\$3,000.00	6110	Office of Dir, Marke	Information Services
Cyclone Contracting	592047	\$3,942.85	\$3,942.85	6269	Cyclone Contracting-	Other Company Servic
Digity Media LLC	592061	\$2,967.00	\$672.00	6269	Iowa Adv Manufacturi	Other Company Servic
			\$2,295.00	6120	Office of Dir, Marke	Printing/Reproductio
E-LocalLink Inc	592070	\$4,995.00	\$4,995.00	6015	Equip Replacement We	Consultant's Fees
Ebsco Subscription Servic	592071	\$10,820.00	\$10,820.00	6269	Equipment Replacemen	Other Company Servic
Edfinancial Holdings LLC	592073	\$2,784.60	\$2,784.60	6269	Office of Exec Dean,	Other Company Servic
Environmental Property So	592077	\$3,600.00	\$3,600.00	6090	Student Center Proje	Maintenance/Repair o
Eurofins Scientific Inc	592078	\$52,885.46	\$52,885.46	6269	Eurofins Scientific	Other Company Servic
Fareway Stores	592083	\$41,511.55	\$41,511.55	6269	Fareway #6-Job Spec	Other Company Servic
Fort Des Moines Museum	592089	\$2,500.00	\$2,500.00	6269	Office of the Presid	Other Company Servie
Getinge USA	592091	\$2,934.50	\$2,934.50	6060	Equip Replacement Sc	Maintenance/Repair o
Gov Connection Inc	592094	\$3,432.00	\$3,432.00	6265	Non Tort Equip Maint	Software Service Agr
Greater Des Moines Habita	592098	\$7,557.63	\$7,557.63	6269	Great DSM Hab for Hu	Other Company Servic
Health Enterprises Medica	592103	\$60,419.30	\$59,997.50	6269	Health Med Lab Proj#	Other Company Servic
			\$421.80	6269	Health Enter of Iowa	Other Company Servic
Hewlett Packard	592105	\$15,631.12	\$3,576.00	6322	ACE Administration	Materials & Supplies

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	592105	\$15,631.12	\$14,469.12	6322	ACE Administration	Materials & Supplies
			-\$2,649.00	6323	Equipment Replacemen	Minor Equipment
			\$235.00	6323	Equipment Replacemen	Minor Equipment
Holmes Murphy & Associat	592107	\$1,796,603.75	\$52,497.00	6180	Non Tort Insurance	Insurance
			\$20,000.00	6269	Non Tort Equip Maint	Other Company Servic
			\$750,000.00	6180	Non Tort Equip Maint	Insurance
			\$88,309.00	6180	Tort Insurance	Insurance
			\$58,872.00	6180	Non Tort Insurance	Insurance
			\$249,900.00	6180	Non Tort Insurance	Insurance
			\$4,937.00	6180	Non Tort Insurance	Insurance
			\$11,524.00	6180	Non Tort Insurance	Insurance
			\$75,830.00	6180	Tort Insurance	Insurance
			\$18,817.00	6180	Tort Insurance	Insurance
			\$63,881.00	6180	Tort Insurance	Insurance
			\$40,216.00	6180	Tort Insurance	Insurance
			\$357,833.00	5910	Workers Compensation	Workmen's Comp Insur
			\$354.00	5910	Workers Compensation	Workmen's Comp Insur
			\$2,508.75	5910	Workers Compensation	Workmen's Comp Insur
			\$1,125.00	6180	Non Tort Insurance	Insurance
Huston Millwork	592109	\$7,391.67	\$7,391.67	6269	Huston Millwork-Job	Other Company Servic
iHeartMedia	592110	\$6,342.00	\$3,342.00	6110	Office of Dir, Marke	Information Services
			\$3,000.00	6110	Office of Dir, Marke	Information Services
Inland Truck Parts Co	592113	\$6,770.70	\$6,770.70	6377	Transportation Insti	Materials/Supplies f
Iowa Asian Alliance	592117	\$2,500.00	\$2,500.00	6269	Office of the Presid	Other Company Servic
Iowa Central Community Co	592120	\$14,974.65	\$14,974.65	2019	Iowa Adv Manufacturi	Accounts Payable Acc

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 14

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Communications Netwo	592121	\$12,844.60	\$17.13	6150	Campus Communication	Communications
			\$5,051.38	6150	Campus Communication	Communications
			\$916.91	6150	Campus Communication	Communications
			\$27.27	6150	Campus Communication	Communications
			\$8.17	6150	Campus Communication	Communications
			\$6,728.12	6150	Campus Communication	Communications
			\$93.47	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
Iowa Schools Joint Invest	592126	\$8,109.64	\$8,109.64	6269	Office of Controller	Other Company Servic
IP Pathways	592128	\$8,040.00	\$3,240.00	6269	IP Pathways Proj#2 J	Other Company Servic
			\$4,800.00	6269	Technical Update Equ	Other Company Servic
ITA Group	592130	\$28,857.66	\$26,221.01	6269	ITA Group #3-Job Spe	Other Company Servic
			\$99.50	6269	ITA Group #3-Mgt/Sup	Other Company Servic
			\$2,537.15	6269	ITA Group #3-Trainin	Other Company Servic
James Mardock	592132	\$2,884.26	\$2,884.26	6015	Buildings Equipment	Consultant's Fees
JE Dunn	592134	\$370,094.86	\$370,094.86	7600	Student Center Proje	Buildings and Fixed
Kirkwood Community Colleg	592141	\$34,112.36	\$6,080.90	5900	IA Comm College Athl	DMACC Paid Insurance
			\$28,031.46	5300	IA Comm College Athl	Regular Prof Support
Lincoln National Life Ins	592151	\$57,778.56	\$8,543.85	2257	Payroll Office	Emp Opt Life Ins Pay
			\$2,836.95	2258	Payroll Office	Spouse Opt Life Ins
			\$1,538.50	2259	Payroll Office	Dep Supp Life Ins Pa
			\$15,939.74	2254	Payroll Office	Long Term Disability
			\$17,785.62	2253	Payroll Office	Basic Life Insurance
			\$4,812.14	2256	Payroll Office	ST Disability - B In

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 15

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Lincoln National Life Ins	592151	\$57,778.56	\$6,321.76	2255	Payroll Office	ST Disability - A In
Lloyd Ohland	592152	\$27,157.00	\$27,157.00	6100	Buildings Equipment	Maintenance of Groun
Macerich Southridge Mall	592153	\$4,120.00	\$4,120.00	6210	Plant Operations - S	Rental of Buildings
Midwest Office Technology	592162	\$14,882.94	\$12.32	6322	Library	Materials & Supplies
			\$19.69	6322	WTED - Welding	Materials & Supplies
			\$0.62	6322	Recruiting-Program D	Materials & Supplies
			\$15.28	6322	Office of Dir, Finan	Materials & Supplies
			\$0.76	6322	Certified Nursing As	Materials & Supplies
			\$5.92	6322	Associates Degree Nu	Materials & Supplies
			\$2.24	6322	Office of Exec Dean,	Materials & Supplies
			\$6.49	6322	Heating/AC/Refrig Te	Materials & Supplies
			\$0.78	6322	Mechanical Mainten	Materials & Supplies
			\$1.35	6322	GED Testing	Materials & Supplies
			\$4,308.82	6322	WLAN Support	Materials & Supplies
			\$0.03	6322	Local 33 Pipe/Steamf	Materials & Supplies
			\$321.69	6322	Other General Instit	Materials & Supplies
			\$83.65	6322	Office of Dir, Marke	Materials & Supplies
			\$41.89	6322	Story County Academy	Materials & Supplies
			\$24.61	6322	Special Needs	Materials & Supplies
			\$2.47	6322	Transportation Insti	Materials & Supplies
			\$86.35	6322	Urban Copy Usage	Materials & Supplies
			\$170.48	6322	ACE Civil Engineerin	Materials & Supplies
			\$628.52	6322	Office of Exec Dean,	Materials & Supplies
			\$8.05	6322	Office of Exec Dean,	Materials & Supplies
			\$407.50	6322	Office of Dean, Scie	Materials & Supplies
			\$359.43	6322	Office of Exec Dean,	Materials & Supplies
			\$460.61	6322	Office of Exec Dean,	Materials & Supplies
			\$479.35	6322	Dean, Business & Inf	Materials & Supplies

VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Midwest Office Technology	592162	\$14,882.94	\$227.42	6322	Dean, Business & Inf	Materials & Supplies
			\$32.73	6322	Economic Development	Materials & Supplies
			\$30.12	6322	Office of Exec Dir,	Materials & Supplies
			\$327.18	6322	Office of Exec Dean,	Materials & Supplies
			\$475.52	6322	Office of Dean, Scie	Materials & Supplies
			\$8.84	6322	Library	Materials & Supplies
			\$677.90	6322	Office of Exec Dean,	Materials & Supplies
			\$17.54	6322	Library	Materials & Supplies
			\$92.07	6322	Duplicating Services	Materials & Supplies
			\$136.48	6322	Urban Copy Usage	Materials & Supplies
			\$183.73	6322	Dean, Business & Inf	Materials & Supplies
			\$186.69	6322	Transportation Insti	Materials & Supplies
			\$384.76	6322	Evelyn Davis Center	Materials & Supplies
			\$53.30	6322	Other General Instit	Materials & Supplies
			\$143.03	6322	Graphic Design	Materials & Supplies
			\$43.42	6322	ASSET Auto/Ford	Materials & Supplies
			\$101.33	6322	Heavy Diesel Equipme	Materials & Supplies
			\$226.86	6322	Auto Service	Materials & Supplies
			\$119.98	6322	Veterinary Technician	Materials & Supplies
			\$119.99	6322	Agri Business	Materials & Supplies
			\$25.87	6322	Office of Exec Dean,	Materials & Supplies
			\$52.29	6322	Office of Dean, Scie	Materials & Supplies
			\$209.40	6322	GED Testing	Materials & Supplies
			\$161.34	6322	GED Testing	Materials & Supplies
			\$10.23	6322	Office of Dean, Heal	Materials & Supplies
			\$8.94	6322	Office of Dean, Heal	Materials & Supplies
			\$0.56	6322	Practical Nursing	Materials & Supplies
			\$9.40	6322	Office of Exec Dean,	Materials & Supplies
			\$4.83	6322	Auto Service	Materials & Supplies
			\$4.78	6322	Office of Exec Dean,	Materials & Supplies
			\$16.72	6322	Urban Copy Usage	Materials & Supplies

Report: FWRRU40
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 17

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Office Technology	592162	\$14,882.94	\$2.92	6322	Architectural Millwo	Materials & Supplies
			\$13.31	6322	Office of Dean, Indu	Materials & Supplies
			\$11.66	6322	Web Based Instructio	Materials & Supplies
			\$634.94	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$2,677.96	6060	Non Tort Equip Maint	Maintenance/Repair o
Nelnet Business Solutions	592169	\$3,023.25	\$3,023.25	6269	Office of Controller	Other Company Servic
NetSupport Incorporated	592170	\$2,591.11	\$2,591.11	6265	Non Tort Equip Maint	Software Service Agr
Neumann Brothers Inc	592171	\$133,120.65	\$133,120.65	7600	Student Center Proje	Buildings and Fixed
NJCAA	592177	\$2,724.00	\$229.00	6322	Boone Athletic Depar	Materials & Supplies
			\$120.00	6040	Baseball	Memberships
			\$2,000.00	6040	Boone Athletic Depar	Memberships
			\$65.00	6040	Men's Basketball	Memberships
			\$50.00	6040	Women's Basketball	Memberships
			\$20.00	6040	Women's Cross Countr	Memberships
			\$65.00	6040	Men's Golf	Memberships
			\$40.00	6040	Volleyball	Memberships
			\$75.00	6040	Softball	Memberships
Northwest Iowa Community	592179	\$20,343.77	\$20,343.77	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Perry Community Schools	592190	\$12,000.00	\$12,000.00	6269	Perry Operations	Other Company Servic
Powell Broadcasting	592195	\$3,822.00	\$882.00	6269	Iowa Adv Manufacturi	Other Company Servic
			\$1,134.00	6269	Iowa Adv Manufacturi	Other Company Servic
			\$966.00	6269	Iowa Adv Manufacturi	Other Company Servic
			\$840.00	6269	Iowa Adv Manufacturi	Other Company Servic
Reserve Account	592205	\$60,000.00	\$60,000.00	6230	Mail Service	Postage and Expediti

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 18

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Reynolds & Reynolds Inc	592206	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Ryan Miller	592213	\$7,025.72	\$180.40	6060	Motorcycle and Moped	Maintenance/Repair o
			\$318.44	6060	Motorcycle and Moped	Maintenance/Repair o
			\$351.03	6060	Motorcycle and Moped	Maintenance/Repair o
			\$195.03	6060	Motorcycle and Moped	Maintenance/Repair o
			\$40.21	6060	Motorcycle and Moped	Maintenance/Repair o
			\$351.03	6060	Motorcycle and Moped	Maintenance/Repair o
			\$5,238.55	6060	Motorcycle and Moped	Maintenance/Repair o
			\$351.03	6060	Motorcycle and Moped	Maintenance/Repair o
Siemens Industry Inc	592225	\$12,651.50	\$12,651.50	6060	Mechanical Mainten	Maintenance/Repair o
TargetX.com LLC	592239	\$3,000.00	\$3,000.00	6269	Technical Update Equ	Other Company Servic
TC Armstrong Inc	592240	\$29,891.77	\$29,891.77	6100	Outdoor Sport Court	Maintenance of Groun
Treasurer State of Iowa	592242	\$44,878.00	\$44,878.00	6269	ACE Administration	Other Company Servic
Vermeer Mfg	592250	\$26,800.50	\$26,800.50	6269	Vermeer #11-Training	Other Company Servic
Wellmark Health Plan of I	592255	\$211,838.60	\$211,838.60	2250	DMACC Self-funded In	Health Insurance Pay
Wolin Electric	592262	\$122,739.24	\$122,739.24	7600	Student Center Proje	Buildings and Fixed
Xerox Corp	592266	\$3,695.50	\$824.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$427.76	6220	Duplicating Services	Rental of Equipment
			\$428.32	6220	Duplicating Services	Rental of Equipment
			\$580.85	6220	Duplicating Services	Rental of Equipment
			\$50.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$305.73	6322	Duplicating Services	Materials & Supplies

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 19

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Xerox Corp	592266	\$3,695.50	\$378.03	6322	Duplicating Services	Materials & Supplies
			\$649.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$51.81	6322	Duplicating Services	Materials & Supplies
Des Moines Register	592270	\$2,500.00	\$2,500.00	2019	Job Fair - WP	Accounts Payable Acc
Airgas North Central	592306	\$5,834.03	\$73.66	6322	WTED - Welding	Materials & Supplies
			\$145.89	6322	WTED - Welding	Materials & Supplies
			\$51.00	6322	Welding	Materials & Supplies
			\$103.69	6322	Perry Operations	Materials & Supplies
			\$1,734.88	6322	WTED - Welding	Materials & Supplies
			\$2,352.00	6323	WTED - Welding	Minor Equipment
			\$570.00	6323	WTED - Welding	Minor Equipment
			\$44.15	6323	WTED - Welding	Minor Equipment
			\$244.48	6322	WTED - Welding	Materials & Supplies
			\$119.56	6322	WTED - Welding	Materials & Supplies
			\$81.36	6322	WTED - Welding	Materials & Supplies
			\$69.66	6322	WTED - Welding	Materials & Supplies
			\$80.01	6322	WTED - Welding	Materials & Supplies
			\$1.35	6322	WTED - Welding	Materials & Supplies
			\$5.38	6322	WTED - Welding	Materials & Supplies
			\$147.96	6322	WTED - Welding	Materials & Supplies
			\$9.00	6322	WTED - Welding	Materials & Supplies
Allender Butzke Engineers	592309	\$2,538.43	\$1,552.48	6015	Student Center Proje	Consultant's Fees
			\$985.95	6015	Building 7 Expansion	Consultant's Fees
American Board of Funeral	592313	\$5,000.00	\$5,000.00	6040	Mortuary Science Pro	Memberships
AVI Systems	592319	\$58,659.86	\$16,689.64	6323	Board Room Updates	Minor Equipment
			\$4,353.30	6323	Equipment Replacemen	Minor Equipment

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 20

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
AVI Systems	592319	\$58,659.86	\$37,616.92	6323	Culinary Expansion-T	Minor Equipment
Baker Group Corp.	592322	\$26,573.59	\$26,573.59	6060	Mechanical Maintenanc	Maintenance/Repair o
Beirman Furniture	592325	\$2,998.52	\$537.32	6323	WTED - Nursing	Minor Equipment
			\$2,461.20	6323	Equip Replacement He	Minor Equipment
Blackbaud	592332	\$9,665.50	\$9,665.50	6265	Non Tort Equip Maint	Software Service Agr
Capital City Equipment Co	592337	\$9,000.00	\$9,000.00	7100	Grounds	Furniture, Machinery
Cenergistic Inc	592341	\$15,354.75	\$15,354.75	6019	Utilities	Prof Svcs-Individual
Clear Channel Outdoor Inc	592346	\$4,600.00	\$4,600.00	6110	Office of Dir, Marke	Information Services
Ebsco Subscription Servic	592365	\$37,618.86	\$37,618.86	6340	Library	Periodicals
Edgenuity	592366	\$11,900.00	\$11,900.00	6265	AEFLA-ABE Teacher Tr	Software Service Agr
FHEG Ankeny Bookstore #10	592370	\$60,380.01	\$1,245.76	6322	Gateway to College	Materials & Supplies
			\$872.52	2019	Follett Bookstore	Accounts Payable Acc
			\$892.50	6322	Workforce Developmen	Materials & Supplies
			\$34.94	6322	Wellness	Materials & Supplies
			\$9.98	6322	Student Activities	Materials & Supplies
			\$10.36	6322	Social/Behavioral Sc	Materials & Supplies
			\$64.50	6322	Real Time Court Repo	Materials & Supplies
			\$5,651.00	6322	Program Development	Materials & Supplies
			\$17.99	6322	Practical Nursing	Materials & Supplies
			\$68.99	6322	Office of Dir, Marke	Materials & Supplies
			\$2.38	6322	High School Completi	Materials & Supplies
			\$125.25	6322	Faculty Development	Materials & Supplies

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 21

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	592370	\$60,380.01	\$23.25	6322	Office of Dean, Scie	Materials & Supplies
			\$46.00	6322	Office of Exec Dean,	Materials & Supplies
			\$207.50	6322	Office of Exec Dean,	Materials & Supplies
			\$210.00	6322	Horticulture	Materials & Supplies
			\$16.68	6322	Civil Engineering Te	Materials & Supplies
			\$30.25	6322	ESL Refugee Contract	Materials & Supplies
			\$580.40	6322	PACE Program 260H	Materials & Supplies
			\$1,773.25	2019	Follett Bookstore	Accounts Payable Acc
			\$512.39	2019	Follett Bookstore	Accounts Payable Acc
			\$82.50	2019	Follett Bookstore	Accounts Payable Acc
			\$1,331.14	2019	Follett Bookstore	Accounts Payable Acc
			\$257.09	2019	Follett Bookstore	Accounts Payable Acc
			\$113.00	2019	Follett Bookstore	Accounts Payable Acc
			\$46,200.39	2019	Follett Bookstore	Accounts Payable Acc
First Medical Inc	592371	\$3,895.68	\$15.88	6322	Associates Degree Nu	Materials & Supplies
			\$24.00	6322	Associates Degree Nu	Materials & Supplies
			\$719.00	6323	Equip Replacement He	Minor Equipment
			\$464.38	6322	Associates Degree Nu	Materials & Supplies
			\$173.65	6322	Practical Nursing	Materials & Supplies
			\$15.88	6322	Practical Nursing	Materials & Supplies
			\$85.95	6322	Practical Nursing	Materials & Supplies
			\$1,660.25	6322	Practical Nursing	Materials & Supplies
			\$594.87	6322	Practical Nursing	Materials & Supplies
			\$141.82	6322	Associates Degree Nu	Materials & Supplies
Foster, Robert M.	592373	\$2,500.00	\$2,500.00	6019	Wine Competitions	Prof Svcs-Individual
Frost, Douglas	592374	\$4,750.13	\$4,500.00	6019	Wine Competitions	Prof Svcs-Individual
			\$250.13	6930	Wine Competitions	Other Current Expens
Gale Cengage Learning	592376	\$20,571.97	\$20,571.97	6269	Equipment Replacemen	Other Company Servic

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Global Datebooks	592378	\$35,050.00	\$35,050.00	6269	Student Handbook	Other Company Servic
Graphic Edge	592380	\$2,990.99	\$203.12	6322	Volleyball Booster C	Materials & Supplies
			\$181.98	6322	Volleyball Booster C	Materials & Supplies
			\$1,583.82	6322	Volleyball Booster C	Materials & Supplies
			\$805.14	6322	Volleyball	Materials & Supplies
			\$100.99	6322	Volleyball Booster C	Materials & Supplies
			\$115.94	6322	Volleyball Booster C	Materials & Supplies
Graybar Electric Co Inc	592381	\$2,740.55	\$2,740.55	6323	IPT Regional Telecom	Minor Equipment
Haila Architecture Struct	592386	\$6,082.66	\$6,082.66	6012	Boone Expansion	Architect's Fees
Harold Pike Construction	592388	\$109,413.40	\$109,413.40	6090	Boone Expansion	Maintenance/Repair o
Hewlett Packard	592391	\$5,320.08	\$114.21	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$2,594.48	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$2,611.39	6060	Non Tort Equip Maint	Maintenance/Repair o
Higher Learning Commissio	592393	\$13,606.00	\$13,606.00	6269	Office of Sr VP, Aca	Other Company Servic
Independent Public Adviso	592395	\$31,475.05	\$31,475.05	6014	Student Center Proje	Financial Serv Fees
Ingamells Commercial Floo	592397	\$4,340.00	\$4,340.00	6378	Ankeny Dept Moves-B1	Materials/Supplies f
Iowa Communications Netwo	592399	\$2,878.14	\$2,878.14	6150	Web Based Instructio	Communications
Iowa Workforce Developmen	592404	\$27,539.65	\$27,539.65	5970	Unemployment	Unemployment Comp
McGregor Interests Storag	592427	\$3,000.00	\$3,000.00	6269	WLAN Support	Other Company Servic
MidAmerican Energy Co	592432	\$11,030.92	\$10,146.48	6190	Plant Operations - E	Utilities

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MidAmerican Energy Co	592432	\$11,030.92	\$10.75 \$873.69	6190 6190	Plant Operations - E Utilities	Utilities Utilities
Moon, Christine Rochelle	592436	\$5,362.90	\$1,280.34 \$4,082.56	6470 6470	Program Development Phi Beta Lambda	Travel-Out of State Travel-Out of State
National Recoveries Inc	592443	\$5,426.96	\$5,426.96	6780	Office of Controller	Collection Agency Ex
New Century FS Inc	592449	\$3,173.78	\$32.64 \$1,402.17 \$1,738.97	6420 6420 6420	Grounds Grounds Grounds	Vehicle Materials an Vehicle Materials an Vehicle Materials an
Paper Corporation	592453	\$21,369.60	\$21,369.60	6322	Duplicating Services	Materials & Supplies
Patterson Dental Supply I	592454	\$3,164.61	\$2,015.40 \$121.11 \$1,028.10	6322 6322 6322	Dental Hygiene SADHA Dental Hygiene	Materials & Supplies Materials & Supplies Materials & Supplies
Pedersen, Joel	592455	\$3,485.50	\$3,485.50	6019	Office of the Dir, P	Prof Svcs-Individual
Pitney Bowes Inc	592462	\$3,086.98	\$3,009.38 \$77.60	6230 6230	Mail Service Mail Service	Postage and Expediti Postage and Expediti
Power Protection Products	592465	\$17,547.76	\$9,987.00 \$7,560.76	6060 6060	Non Tort Equip Maint Non Tort Equip Maint	Maintenance/Repair o Maintenance/Repair o
SafeColleges	592476	\$4,363.80	\$4,363.80	6269	Non Tort Security In	Other Company Servic
Sallie Mae	592477	\$3,000.00	\$2,000.00 \$1,000.00	1494 1494	Fund 1 General Ledge Fund 1 General Ledge	Partnership Loan Pro Partnership Loan Pro
Securitas Security Servic	592482	\$42,956.43	\$24,472.21	6261	Non Tort Security In	Contracted Security

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 24

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Securitas Security Servic	592482	\$42,956.43	\$18,484.22	6261	Non Tort Security In	Contracted Security
State Steel Supply Co	592489	\$4,479.15	\$4,479.15	6460	WTED - Welding	Other Materials and
TC Armstrong Inc	592493	\$12,527.25	\$12,527.25	6100	Outdoor Sport Court	Maintenance of Groun
Tri City Ag Supply	592497	\$5,408.18	\$2,280.29	6322	Dallas County Farm O	Materials & Supplies
			\$3,127.89	6322	Dallas County Farm O	Materials & Supplies
United States Treasury	592505	\$3,642.00	\$3,642.00	6269	Other General Instit	Other Company Servic
Visiting Nurse Services	592510	\$3,369.60	\$3,369.60	6269	Noncustodial Parent	Other Company Servic
Weitz Company	592516	\$28,587.95	\$28,587.95	6090	Buildings Equipment	Maintenance/Repair o
Kabel Business Services	592525	\$6,456.72	\$6,396.72	6268	Central IA Wrkfrce I	Contracted Services-
			\$60.00	6269	Central IA Wrkfrce I	Other Company Servic
Allender Butzke Engineers	592541	\$8,427.56	\$987.27	6015	Student Center Proje	Consultant's Fees
			\$1,015.12	6015	Building 7 Expansion	Consultant's Fees
			\$809.19	6015	Student Center Proje	Consultant's Fees
			\$2,786.30	6015	Student Center Proje	Consultant's Fees
			\$2,829.68	6015	Building 7 Expansion	Consultant's Fees
Alliant Energy	592542	\$29,945.61	\$2,097.05	6190	Utilities	Utilities
			\$878.98	6190	Boone Campus Housing	Utilities
			\$4,462.02	6190	Boone Campus Housing	Utilities
			\$31.34	6190	Utilities	Utilities
			\$134.15	6190	Utilities	Utilities
			\$75.56	6190	Utilities	Utilities
			\$9,959.65	6190	Utilities	Utilities

Report: FWRK040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 25

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Alliant Energy	592542	\$29,945.61	\$12,306.86	6190	Utilities	Utilities
Badding Winker Partnershi	592548	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Bob Lenc Landscaping	592554	\$20,943.08	\$4,943.18	6100	Buildings Equipment	Maintenance of Groun
			\$15,999.90	6100	Buildings Equipment	Maintenance of Groun
Bound Tree Medical	592555	\$2,835.32	-\$172.70	6322	Equip Replacement He	Materials & Supplies
			\$3,008.02	6322	Equip Replacement He	Materials & Supplies
City of Ankeny	592566	\$12,865.19	\$60.97	6190	Utilities	Utilities
			\$9,760.09	6190	Utilities	Utilities
			\$30.02	6190	Utilities	Utilities
			\$70.39	6190	Utilities	Utilities
			\$692.67	6190	Physical Plant Opera	Utilities
			\$27.89	6190	Utilities	Utilities
			\$81.06	6190	Utilities	Utilities
			\$70.39	6190	Utilities	Utilities
			\$81.06	6190	Utilities	Utilities
			\$70.39	6190	Utilities	Utilities
			\$91.73	6190	Utilities	Utilities
			\$113.07	6190	Utilities	Utilities
			\$646.10	6190	Utilities	Utilities
			\$540.66	6190	Utilities	Utilities
			\$379.24	6190	Utilities	Utilities
			\$149.46	6190	Utilities	Utilities
City of Boone	592567	\$2,771.13	\$1,053.14	6190	Utilities	Utilities
			\$39.92	6190	Utilities	Utilities
			\$181.35	6190	Utilities	Utilities
			\$200.34	6190	Boone Campus Housing	Utilities

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 26

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Boone	592567	\$2,771.13	\$1,296.38	6190	Boone Campus Housing	Utilities
Cyclone Contracting	592577	\$3,244.00	\$3,244.00	6269	Cyclone Contracting-	Other Company Servic
Denman and Co LLP	592582	\$10,000.00	\$10,000.00	6011	Office of Sr VP, Bus	Auditor's Fees
Des Moines Asphalt & Pavi	592583	\$56,732.00	\$56,732.00	6100	Buildings Equipment	Maintenance of Groun
Des Moines Water Works	592585	\$2,899.71	\$1,585.85	6190	Utilities	Utilities
			\$286.96	6190	Utilities	Utilities
			\$620.93	6190	Utilities	Utilities
			\$294.83	6190	Utilities	Utilities
			\$111.14	6190	Utilities	Utilities
Dymin Computer Systems	592592	\$3,330.00	\$3,330.00	6269	Dymin Systems Inc Jo	Other Company Servic
Eagle Technologies	592593	\$35,255.58	\$13,779.09	6323	Technical Update Equ	Minor Equipment
			\$18,515.40	6323	Technical Update Equ	Minor Equipment
			\$1,697.68	6265	Non Tort Equip Maint	Software Service Agr
			\$1,263.41	6265	Non Tort Equip Maint	Software Service Agr
FBG Service Corporation	592599	\$8,462.00	\$6,982.00	6030	Physical Plant Opera	Custodial Services
			\$1,480.00	6030	Plant Operations - E	Custodial Services
Global Knowledge Training	592604	\$6,495.00	\$6,495.00	6479	Network Administrato	Staff Development-Ou
Greater Dallas County Dev	592606	\$3,000.00	\$3,000.00	6040	DMACC's Training Fun	Memberships
Heartland Area Education	592610	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Heartland Business System	592611	\$232,658.60	\$185,522.60	7100	Technical Update Equ	Furniture, Machinery

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 27

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Heartland Business System	592611	\$232,658.60	\$31,536.00 \$15,600.00	7100 6269	Technical Update Equ Technical Update Equ	Furniture, Machinery Other Company Servic
Hewlett Packard	592613	\$4,013.76	\$237.60 \$602.88 \$602.88 \$2,246.40 \$26.00 \$298.00	6323 6323 6323 6323 6323 6322	Equip Replacement Sc Office Exec Dir, Ins Equipment Replacemen Student Support Serv Student Support Serv Equipment Replacemen	Minor Equipment Minor Equipment Minor Equipment Minor Equipment Minor Equipment Materials & Supplies
Indian Hills Community Co	592615	\$43,755.78	\$43,755.78	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Iowa Fire Control LLC	592617	\$3,960.00	\$3,960.00	6060	Mechanical Maintenanc	Maintenance/Repair o
Iowa Health Educators Ass	592618	\$10,175.00	\$10,175.00	6269	Iowa Health Educator	Other Company Servic
Iowa Library Services	592621	\$7,230.65	\$7,230.65	6269	Equipment Replacemen	Other Company Servic
Iowa Skills USA	592623	\$3,688.00	\$2,342.00 \$1,346.00	6269 6269	Office of Dean, Indu Office of Dean, Indu	Other Company Servic Other Company Servic
iParadigms LLC	592624	\$23,146.70	\$23,146.70	6265	Non Tort Equip Maint	Software Service Agr
Karl Chevrolet	592627	\$20,647.75	\$20,647.75	7400	Mechanical Maintenanc	Vehicles
Lean Steps Consulting Inc	592638	\$7,740.00	\$7,740.00	6269	Quality Assurance Tr	Other Company Servic
Macerich Southridge Mall	592644	\$4,120.00	\$4,120.00	6210	Plant Operations - S	Rental of Buildings
Marsden Bldg Maint LLC	592647	\$4,964.00	\$457.00 \$2,025.00	6030 6030	Racing & Gaming Rent Cap Med Bldg-Common	Custodial Services Custodial Services

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 28

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Marsden Bldg Maint LLC	592647	\$4,964.00	\$2,025.00	6030	Cap Med Bldg-Common	Custodial Services
			\$457.00	6030	Racing & Gaming Rent	Custodial Services
MidAmerican Energy Co	592655	\$87,207.05	\$4,740.09	6190	Physical Plant Opera	Utilities
			\$262.13	6190	Racing & Gaming Rent	Utilities
			\$628.29	6190	Plant Operations-Cap	Utilities
			\$2,529.69	6190	Cap Med Bldg-Common	Utilities
			\$79,046.85	6190	Utilities	Utilities
National FFA Organization	592665	\$10,800.00	\$10,800.00	6110	Agri Business	Information Services
Northwest Iowa Community	592672	\$15,944.60	\$15,944.60	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Patterson Dental Supply I	592678	\$11,592.79	\$1,221.60	6322	Equip Replacement He	Materials & Supplies
			\$3,512.36	6322	Dental Assistant	Materials & Supplies
			\$5,690.00	6323	Equip Replacement He	Minor Equipment
			\$145.34	6322	Equip Replacement He	Materials & Supplies
			\$255.75	6322	Equip Replacement He	Materials & Supplies
			\$218.10	6322	Dental Hygiene	Materials & Supplies
			\$40.95	6322	Dental Assistant	Materials & Supplies
			\$508.69	6322	Equip Replacement He	Materials & Supplies
RDG Planning and Design	592694	\$12,775.97	\$12,775.97	6012	Student Center Proje	Architect's Fees
Remel Inc	592696	\$14,088.31	\$7,793.00	6322	Equip Replacement Sc	Materials & Supplies
			\$6,295.31	6322	Mathematics & Scienc	Materials & Supplies
Securitas Security Servic	592708	\$38,853.97	\$348.12	6261	Non Tort Security In	Contracted Security
			\$16,517.82	6261	Non Tort Security In	Contracted Security
			\$21,988.03	6261	Non Tort Security In	Contracted Security
Shive Hattery Inc	592709	\$2,763.54	\$2,763.54	6012	Building 7 Expansion	Architect's Fees

Report: FWRK040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 29

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
SkillsUSA	592712	\$18,900.00	\$18,900.00	6269	Skills USA	Other Company Servic
Studio Iowa LLC	592719	\$4,502.50	\$300.00	6269	Office of Dir, Marke	Other Company Servic
			\$4,132.50	6269	Office of Dir, Marke	Other Company Servic
			\$70.00	6269	Office of Dir, Marke	Other Company Servic
T L Fabrications Ltd	592720	\$10,635.60	\$10,200.00	6090	Buildings Equipment	Maintenance/Repair o
			\$435.60	6090	Buildings Equipment	Maintenance/Repair o
Terracon	592721	\$3,697.75	\$3,697.75	6015	Boone Expansion	Consultant's Fees
Verizon Wireless	592733	\$9,356.03	\$51.97	6150	Office of the Presid	Communications
			\$74.40	6150	Physical Plant Opera	Communications
			\$204.95	6150	Physical Plant Opera	Communications
			\$51.97	6150	Plant Operations - S	Communications
			\$76.47	6150	Physical Plant Opera	Communications
			\$37.20	6150	Physical Plant Opera	Communications
			\$359.61	6150	Office of the Dir, P	Communications
			\$37.20	6150	Director, Nursing	Communications
			\$212.01	6150	Office of Dir, Marke	Communications
			\$838.72	6150	Mechanical Mainten	Communications
			\$40.01	6150	LEAN Process Improve	Communications
			\$91.98	6150	Judicial Office	Communications
			\$113.94	6150	Office Exec Dir, Ins	Communications
			\$51.97	6150	Continuing Ed, Trade	Communications
			\$40.01	6150	Architectural Drafti	Communications
			\$37.20	6150	IES-Des Moines	Communications
			\$143.95	6150	Office of Exec Dir,	Communications
			\$51.97	6150	Continuing Ed, Healt	Communications
			\$111.60	6150	Grounds	Communications
			\$51.97	6150	GED Book Sales	Communications

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 30

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	592733	\$9,356.03	\$784.92	6150	Economic Development	Communications
			\$37.20	6150	Continuing Ed, 2 Day	Communications
			\$136.37	6150	Office of Exec Dean,	Communications
			\$51.97	6150	Office of Exec Dir,	Communications
			\$49.91	6150	Office of Exec Dean,	Communications
			\$91.98	6150	Office of Exec Dean,	Communications
			\$155.91	6150	Office of Dean, Scie	Communications
			\$127.69	6150	Office of Exec Dean,	Communications
			\$74.40	6150	Custodial	Communications
			\$30.02	6150	Office of Controller	Communications
			\$51.97	6150	Office of Exec Dir,	Communications
			\$37.20	6150	Associates Degree Nu	Communications
			\$51.97	6150	Associate Dean, Urba	Communications
			\$57.37	6150	Upward Bound Year 23	Communications
			\$51.97	6150	Gateway to College	Communications
			\$126.37	6150	Academic Development	Communications
			\$311.82	6150	WTED-General Exp	Communications
			\$1,524.99	6150	WLAN Support	Communications
			\$37.20	6150	Workforce Developmen	Communications
			\$293.79	6150	WIA-Dislocated Worke	Communications
			\$51.97	6150	Office of VP, Info S	Communications
			\$40.01	6150	Volleyball	Communications
			\$49.91	6150	Utilities	Communications
			\$237.19	6150	Transportation	Communications
			\$37.20	6150	Continuing Ed, Trade	Communications
			\$37.20	6150	Transportation Insti	Communications
			\$42.46	6150	Office of Dir, Stude	Communications
			\$35.99	6150	Student Services	Communications
			\$148.92	6150	Special Needs	Communications
			\$155.91	6150	Non Tort Security In	Communications
			\$171.14	6150	Non Tort Security In	Communications

Report: FWRRO40
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 31

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	592733	\$9,356.03	\$67.82	6150	Story County Academy	Communications
			\$40.01	6150	Safety Committee	Communications
			\$74.40	6150	Respiratory Therapy	Communications
			\$143.95	6150	Student Records/Serv	Communications
			\$151.61	6150	Recruiting-Program D	Communications
			\$51.97	6150	Quality Assurance Tr	Communications
			\$1,126.23	6150	Program Development	Communications
Visiting Nurse Services	592734	\$2,620.80	\$2,620.80	6269	Noncustodial Parent	Other Company Servic
Xpanxion	592743	\$5,560.15	\$5,560.15	6269	Rural Soluxions-Job	Other Company Servic
ABC Virtual Communication	592771	\$13,820.00	\$1,750.00	6324	Economic Development	Computer Software
			\$12,070.00	6324	Economic Development	Computer Software
Ag Leader Technology	592773	\$13,309.74	\$13,309.74	6269	Ag Leader Tech #2-Jo	Other Company Servic
Air Mach Inc	592774	\$12,823.00	\$12,823.00	7100	Equip Replacement In	Furniture, Machinery
Allender Butzke Engineers	592776	\$8,147.16	\$476.04	6015	Student Center Proje	Consultant's Fees
			\$1,040.44	6015	Student Center Proje	Consultant's Fees
			\$1,323.10	6015	Building 7 Expansion	Consultant's Fees
			\$238.52	6015	Building 7 Expansion	Consultant's Fees
			\$3,975.10	6015	Student Center Proje	Consultant's Fees
			\$1,093.96	6015	Building 7 Expansion	Consultant's Fees
Baxter Construction	592787	\$886,856.08	\$886,856.08	7600	Building 7 Expansion	Buildings and Fixed
Blackboard Inc	592790	\$84,500.00	\$84,500.00	6265	Non Tort Equip Maint	Software Service Agr
Brinton, Stephen	592795	\$2,641.89	\$639.62	6321	Skills USA	Food

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 32

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Brinton, Stephen	592795	\$2,641.89	\$31.59	6480	Skills USA	Travel-In State
			\$1,970.68	6470	Skills USA	Travel-Out of State
Cline Tool and Service Co	592810	\$19,484.83	\$19,484.83	6269	Cline Tool #2-Job Sp	Other Company Servic
ColorFX	592812	\$5,378.78	\$896.00	6120	Office of Dir, Finan	Printing/Reproductio
			\$274.00	6120	Marketing	Printing/Reproductio
			\$1,341.78	6120	Program Development	Printing/Reproductio
			\$1,903.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$964.00	6120	Office of Dir, Marke	Printing/Reproductio
Communications Engineerin	592813	\$51,444.96	\$51,444.96	6323	Boone Expansion	Minor Equipment
Competitive Edge	592814	\$21,122.32	\$12,508.57	6269	College's 50th Anniv	Other Company Servic
			\$1,459.50	6269	Office of Exec Dean,	Other Company Servic
			\$5,000.00	6269	Student Activities	Other Company Servic
			\$1,987.25	6269	Recreation	Other Company Servic
			\$167.00	6322	Office of Exec Dean,	Materials & Supplies
Constellation NewEnergy G	592818	\$6,333.08	\$6,333.08	6190	Utilities	Utilities
Davis Brown Koehn Shors a	592828	\$22,559.76	\$54.26	6013	Economic Development	Legal Fees
			\$340.00	6013	Economic Development	Legal Fees
			\$3,536.00	6013	Student Center Proje	Legal Fees
			\$3,207.00	6013	Office of Sr VP, Bus	Legal Fees
			\$9,880.50	6013	Office of Sr VP, Bus	Legal Fees
			\$5,542.00	6013	Student Center Proje	Legal Fees
Days Inn	592829	\$3,696.00	\$2,217.60	6269	Continuing Ed, 2 Day	Other Company Servic
			\$1,478.40	6269	Continuing Ed, 2 Day	Other Company Servic
Digital Intelligence Inc.	592833	\$4,875.00	\$4,875.00	6015	Electronic Crime Ins	Consultant's Fees

Report: FWRRO40
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 33

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FBG Service Corporation	592842	\$3,021.64	\$127.85	6030	FFA Enrichment Cente	Custodial Services
			\$204.54	6030	FFA Enrichment Cente	Custodial Services
			\$352.94	6030	FFA Enrichment Cente	Custodial Services
			\$320.85	6030	FFA Enrichment Cente	Custodial Services
			\$161.92	6030	FFA Enrichment Cente	Custodial Services
			\$102.27	6030	FFA Enrichment Cente	Custodial Services
			\$307.47	6030	FFA Enrichment Cente	Custodial Services
			\$1,443.80	6030	Physical Plant Opera	Custodial Services
Fisher Scientific dba The	592847	\$5,473.31	\$880.06	6322	Equip Replacement Sc	Materials & Supplies
			\$1,601.88	6322	Equip Replacement Sc	Materials & Supplies
			\$2,991.37	6322	Equip Replacement Sc	Materials & Supplies
Forklift of Des Moines In	592848	\$13,200.00	\$13,200.00	7100	Equip Replacement In	Furniture, Machinery
Harvest Innovations	592854	\$21,888.00	\$21,888.00	6269	Harvest Innovat Job	Other Company Servic
Heartland Finishes Inc	592857	\$6,372.69	\$1,165.29	6090	Ankeny Dept Moves-B1	Maintenance/Repair o
			\$5,207.40	6090	Ankeny Dept Moves-B1	Maintenance/Repair o
Hewlett Packard	592860	\$5,340.96	\$1,205.76	6323	Organization & Opera	Minor Equipment
			\$378.00	6322	Office of Dean, Heal	Materials & Supplies
			\$235.00	6322	Equipment Replacemen	Materials & Supplies
			\$1,123.20	6323	Equip Replacement St	Minor Equipment
			\$13.00	6323	Equip Replacement St	Minor Equipment
			\$470.00	6322	ACE Medical Centers	Materials & Supplies
			\$1,439.00	6323	Equip Replacement St	Minor Equipment
			\$477.00	6323	Economic Development	Minor Equipment
Holiday Inn Downtown	592863	\$3,469.20	\$1,424.85	6321	Continuing Ed, 2 Day	Food
			\$2,044.35	6321	Continuing Ed, 2 Day	Food

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 34

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hy Vee Food Stores	592866	\$3,736.00	\$3,736.00	6321	United Way/Summer Yo	Food
Inland Truck Parts Co	592869	\$3,855.83	\$3,855.83	6377	Transportation Insti	Materials/Supplies f
Iowa State University	592870	\$14,370.22	\$14,370.22	6268	Iowa Adv Manufacturi	Contracted Services-
J J Keller and Associates	592873	\$4,008.20	\$4,008.20	6460	Transportation Insti	Other Materials and
James Mardock	592875	\$5,246.88	\$5,246.88	6015	Buildings Equipment	Consultant's Fees
Kelly Services Inc	592881	\$28,613.50	\$1,566.00	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,768.60	6266	United Way/Summer Yo	Stipends/Allowances
			\$2,133.20	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,764.40	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,822.60	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,695.60	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,728.00	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,620.00	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,728.00	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,728.00	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,728.00	6266	United Way/Summer Yo	Stipends/Allowances
			\$2,203.10	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,728.00	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,080.00	6266	United Way/Summer Yo	Stipends/Allowances
			\$864.00	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,728.00	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,728.00	6266	United Way/Summer Yo	Stipends/Allowances
Kleis Consulting Group In	592884	\$2,500.00	\$2,500.00	6015	Softskills Training	Consultant's Fees
Liebovich/PDM Steel & Alu	592890	\$7,308.89	\$3,587.10	6322	Tool Machinist	Materials & Supplies

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 35

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Liebovich/PDM Steel & Alu	592890	\$7,308.89	\$397.68	6322	Tool Machinist	Materials & Supplies
			\$781.50	6322	Tool Machinist	Materials & Supplies
			\$369.02	6322	Tool Machinist	Materials & Supplies
			\$586.99	6322	Tool Machinist	Materials & Supplies
			\$1,586.60	6322	Tool Machinist	Materials & Supplies
Machinery Solutions Inc	592893	\$16,857.18	\$16,857.18	6323	Equipment Replacemen	Minor Equipment
Measured Intentions	592895	\$17,515.25	\$8,030.00	6015	Quality Assurance Tr	Consultant's Fees
			\$9,485.25	6015	Quality Assurance Tr	Consultant's Fees
MidAmerican Energy Co	592898	\$5,650.31	\$5,374.54	6190	Plant Operations - S	Utilities
			\$19.64	6190	Plant Operations, Pe	Utilities
			\$16.60	6190	Dallas County Farm O	Utilities
			\$239.53	6190	Plant Operations - S	Utilities
Miller Construction	592901	\$62,020.00	\$12,180.00	6220	Student Center Proje	Rental of Equipment
			\$12,400.00	6220	Student Center Proje	Rental of Equipment
			\$15,600.00	6220	Student Center Proje	Rental of Equipment
			\$21,840.00	6220	Student Center Proje	Rental of Equipment
Multivista	592906	\$3,150.00	\$250.00	6019	Boone Expansion	Prof Svcs-Individual
			\$850.00	6019	Building 7 Expansion	Prof Svcs-Individual
			\$2,050.00	6019	Student Center Proje	Prof Svcs-Individual
Northeast Iowa Community	592912	\$56,647.02	\$56,647.02	2019	Iowa Adv Manufacturi	Accounts Payable Acc
OneNeck IT Solutions	592916	\$8,924.00	\$8,924.00	6060	Non Tort Equip Maint	Maintenance/Repair o
Onken Ag Services	592917	\$3,300.00	\$3,300.00	6269	Ranch Rd-Onken Feed	Other Company Servic
Purcell Printing and Grap	592927	\$5,017.20	\$706.65	6120	Office of Dir, Marke	Printing/Reproductio

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 36

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Purcell Printing and Grap	592927	\$5,017.20	\$1,647.23	6120	Office of Dir, Marke	Printing/Reproductio
			\$18.90	6120	Office of Dir, Marke	Printing/Reproductio
			\$345.00	6120	WTED-General Exp	Printing/Reproductio
			\$97.00	6120	Office of Exec Dean,	Printing/Reproductio
			\$380.00	6120	Student Services	Printing/Reproductio
			\$44.95	6120	IES-Des Moines	Printing/Reproductio
			\$87.03	6150	Accounting	Communications
			\$561.00	6120	Student Services	Printing/Reproductio
			\$163.90	6322	WTED-General Exp	Materials & Supplies
			\$203.00	6322	Office of Dir, Marke	Materials & Supplies
			\$556.54	6322	Honors Program	Materials & Supplies
			\$44.00	6120	High School Completi	Printing/Reproductio
			\$118.00	6120	Program Development	Printing/Reproductio
			\$44.00	6120	Office of Exec Dean,	Printing/Reproductio
Quick Fuel	592929	\$6,013.93	\$2,775.76	6420	Transportation Insti	Vehicle Materials an
			\$3,238.17	6420	Transportation Insti	Vehicle Materials an
Respondus Inc	592932	\$9,785.00	\$9,785.00	6322	Web Based Instructio	Materials & Supplies
Schumacher, Dale	592939	\$10,727.46	\$453.07	6325	Skills USA	Computer Equipment
			\$2,507.90	6322	Skills USA	Materials & Supplies
			\$1,590.65	6480	Skills USA	Travel-In State
			\$4,663.85	6321	Skills USA	Food
			\$1,470.45	6150	Skills USA	Communications
			\$41.54	6230	Skills USA	Postage and Expediti
Siemens Industry Inc	592944	\$38,407.20	\$38,407.20	6090	Building 7 Expansion	Maintenance/Repair o
United Way of Central Iow	592962	\$50,000.00	\$50,000.00	6269	PACE Program 260H	Other Company Servic
VanWall Group	592966	\$32,254.10	\$32,254.10	7100	Grounds	Furniture, Machinery

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Visualzen Inc	592968	\$6,495.00	\$6,495.00	6265	Non Tort Equip Maint	Software Service Agr
Wex Bank	592973	\$9,163.79	\$140.01	6420	Office of Exec Dean,	Vehicle Materials an
			\$192.52	6420	Agri Business	Vehicle Materials an
			\$272.81	6420	Building Trades	Vehicle Materials an
			\$61.80	6420	Communications	Vehicle Materials an
			\$37.45	6420	Office of Exec Dean,	Vehicle Materials an
			\$110.09	6420	Office of Exec Dean,	Vehicle Materials an
			\$2,020.00	6420	Grounds	Vehicle Materials an
			\$57.99	6420	Mail Service	Vehicle Materials an
			\$150.78	6420	Office of Dir, Marke	Vehicle Materials an
			\$136.61	6420	Mortuary Science Pro	Vehicle Materials an
			\$187.93	6420	Office of the Dir, P	Vehicle Materials an
			\$350.74	6420	Physical Plant Opera	Vehicle Materials an
			\$219.56	6420	Plant Operations - S	Vehicle Materials an
			\$81.95	6420	Physical Plant Opera	Vehicle Materials an
			\$211.48	6420	Physical Plant Opera	Vehicle Materials an
			\$400.49	6420	Program Development	Vehicle Materials an
			\$591.17	6420	Non Tort Security In	Vehicle Materials an
			\$330.10	6420	Non Tort Security In	Vehicle Materials an
			\$66.10	6420	Occupational Safety	Vehicle Materials an
			\$2,111.63	6420	Vehicle Pool	Vehicle Materials an
			\$157.84	6420	WLAN Support	Vehicle Materials an
			\$1,166.12	6420	Mechanical Maintenanc	Vehicle Materials an
			\$108.62	6420	Warren County Career	Vehicle Materials an
Wolf, Laurie A.	592974	\$3,132.25	\$3,000.00	6323	Equip Replacement St	Minor Equipment
			\$132.25	6480	Office of Exec Dean,	Travel-In State
Wolin & Associates Inc	592975	\$4,076.40	\$4,076.40	6090	WTED-General Exp	Maintenance/Repair o
Your Clear Next Step LLC	592978	\$8,512.50	\$1,300.00	6015	Softskills Training	Consultant's Fees

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 38

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Your Clear Next Step LLC	592978	\$8,512.50	\$4,500.00	6015	Softskills Training	Consultant's Fees
			\$2,025.00	6015	Softskills Training	Consultant's Fees
			\$312.50	6015	Softskills Training	Consultant's Fees
			\$375.00	6015	Softskills Training	Consultant's Fees
Zirous Inc	592980	\$82,363.39	\$21,696.19	6265	Non Tort Equip Maint	Software Service Agr
			\$60,667.20	6323	Technical Update Equ	Minor Equipment
Ahlers and Cooney PC	593000	\$3,592.00	\$2,585.00	6013	Office of Sr VP, Bus	Legal Fees
			\$1,007.00	6013	Office of Sr VP, Bus	Legal Fees
Airgas North Central	593001	\$6,404.32	\$6,404.32	6323	Equip Replacement In	Minor Equipment
Alliance Connect	593004	\$8,547.23	\$8,547.23	6150	Campus Communication	Communications
Allied Construction Servi	593005	\$29,925.00	\$29,925.00	7600	Student Center Proje	Buildings and Fixed
American Heritage Life In	593007	\$3,196.12	\$164.00	2289	Payroll Office	Hospitalization Insu
			\$307.54	2288	Payroll Office	Critical Illness Ins
			\$1,557.96	2287	Payroll Office	Cancer Insurance Pay
			\$1,166.62	2286	Payroll Office	Accident Insurance P
Ankeny Golf and Country C	593009	\$3,547.18	\$3,547.18	6321	On-site Wastewater T	Food
B2E Direct Marketing Inc	593011	\$3,500.00	\$3,500.00	6322	Office of Dir, Marke	Materials & Supplies
Bell Brothers Heating & A	593016	\$14,264.04	\$14,264.04	6269	Bell Bros Heat & A/C	Other Company Servic
Carroll Broadcasting Comp	593023	\$2,582.00	\$132.00	6110	Office of Dir, Marke	Information Services
			\$131.00	6110	Office of Dir, Marke	Information Services
			\$670.00	6110	Office of Dir, Marke	Information Services

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 39

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Carroll Broadcasting Comp	593023	\$2,582.00	\$350.00	6110	Office of Dir, Marke	Information Services
			\$132.00	6110	Office of Dir, Marke	Information Services
			\$70.00	6110	Office of Dir, Marke	Information Services
			\$350.00	6110	Office of Dir, Marke	Information Services
			\$670.00	6110	Office of Dir, Marke	Information Services
			\$77.00	6110	Office of Dir, Marke	Information Services
CompView Inc	593033	\$60,703.01	\$4,650.00	6323	Equip Replacement Ne	Minor Equipment
			\$56,053.01	6323	Boone Expansion	Minor Equipment
Cunningham Inc	593037	\$330,477.45	\$330,477.45	7600	Student Center Proje	Buildings and Fixed
Delta Dental Plan of Iowa	593040	\$2,649.60	\$2,649.60	2285	Payroll Office	Vision Insurance Pay
Des Moines Radio Group	593045	\$2,545.00	\$745.00	6110	Office of Dir, Marke	Information Services
			\$1,800.00	6110	Office of Dir, Marke	Information Services
DeVries Electric Inc.	593046	\$187,747.55	\$187,747.55	7600	Student Center Proje	Buildings and Fixed
DMAcc Foundation	593049	\$4,000.00	\$4,000.00	2580	Office of Controller	Due to - Foundation
DMAcc Foundation	593050	\$4,000.00	\$4,000.00	2580	Office of Controller	Due to - Foundation
DMAcc Foundation	593051	\$4,000.00	\$4,000.00	2580	Office of Controller	Due to - Foundation
EarthCam Inc	593053	\$10,364.64	\$10,364.64	6323	Student Center Proje	Minor Equipment
Eastern Iowa Community Co	593054	\$174,153.06	\$174,153.06	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Ebsco Subscription Servic	593055	\$7,312.32	-\$390.99	6340	Library	Periodicals
			\$7,703.31	6340	Library	Periodicals

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 40

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Elder Corporation	593057	\$845,110.50	\$36,360.50	7600	Student Center Proje	Buildings and Fixed
			\$808,750.00	7600	Student Center Proje	Buildings and Fixed
EMD Millipore Corp	593059	\$5,708.24	\$2,669.04	6060	Ames High School	Maintenance/Repair o
			\$3,039.20	6060	Equipment Replacemen	Maintenance/Repair o
FHEG Ankeny Bookstore #10	593062	\$255,874.87	\$3,545.00	6322	Corrections-Mitchell	Materials & Supplies
			\$19.25	6322	Adult Literacy-Urban	Materials & Supplies
			\$830.50	6322	Water Treatment	Materials & Supplies
			\$69.83	6322	Special Needs	Materials & Supplies
			\$101.75	6322	Occupational Safety	Materials & Supplies
			\$18.90	6322	Real Time Court Repo	Materials & Supplies
			\$204,078.68	6322	Program Development	Materials & Supplies
			\$49.28	6322	Physical Education	Materials & Supplies
			\$388.50	6322	Nuevo Leon Program E	Materials & Supplies
			\$56.75	6322	Office of Dir, Marke	Materials & Supplies
			\$5.10	6322	Mathematics & Scienc	Materials & Supplies
			\$220.50	6322	Mathematics & Scienc	Materials & Supplies
			\$30.75	6322	Dean, Business & Inf	Materials & Supplies
			\$83.25	2019	Follett Bookstore	Accounts Payable Acc
			\$403.90	2019	Follett Bookstore	Accounts Payable Acc
			\$49.82	2019	Follett Bookstore	Accounts Payable Acc
			\$35.12	2019	Follett Bookstore	Accounts Payable Acc
			\$1,235.42	2019	Follett Bookstore	Accounts Payable Acc
			\$92.78	6322	Medical Assistant	Materials & Supplies
			\$38,911.41	4027	Budgeted Revenue	Tuition Waived
			\$8.17	6322	Library	Materials & Supplies
			\$2,125.50	6322	Jasper County Career	Materials & Supplies
			\$2,533.40	6322	TSA Officer Educatio	Materials & Supplies
			\$11.50	6322	Boone Displaced Home	Materials & Supplies
			\$131.75	6322	Dental Hygiene	Materials & Supplies

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 41

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	593062	\$255,874.87	\$45.40	6322	Office of Exec Dean,	Materials & Supplies
			\$311.25	6322	Office of Dean, Scie	Materials & Supplies
			\$76.58	6322	Office of Exec Dean,	Materials & Supplies
			\$12.52	6322	Office of Dean, Indu	Materials & Supplies
			\$41.60	6322	Office of Dean, Heal	Materials & Supplies
			\$172.54	6322	Office of Exec Dean,	Materials & Supplies
			\$36.48	6322	Office of Exec Dean,	Materials & Supplies
			\$31.25	6322	Academic Achievement	Materials & Supplies
			\$27.94	6322	PACE Program 260H	Materials & Supplies
			\$82.50	6322	GAP Tuition Assistan	Materials & Supplies
First Medical Inc	593063	\$4,151.54	\$60.50	6322	Associates Degree Nu	Materials & Supplies
			\$380.94	6322	Associates Degree Nu	Materials & Supplies
			\$251.81	6322	Associates Degree Nu	Materials & Supplies
			\$1,645.29	6322	Associates Degree Nu	Materials & Supplies
			\$772.08	6322	Associates Degree Nu	Materials & Supplies
			\$1,040.92	6322	Associates Degree Nu	Materials & Supplies
GGP-Jordan Creek LLC	593065	\$12,960.80	\$12,960.80	6269	Office of Dir, Marke	Other Company Servic
Heartland Business System	593074	\$2,552.00	\$2,552.00	6323	Technical Update Equ	Minor Equipment
Hewlett Packard	593076	\$29,208.12	\$9,646.08	6323	Equip Replacement We	Minor Equipment
			\$1,123.20	6323	Equip Replacement St	Minor Equipment
			\$6,545.00	6323	Equip Replacement We	Minor Equipment
			\$602.88	6323	Office of Dean, Heal	Minor Equipment
			\$4,767.00	6323	Economic Development	Minor Equipment
			\$2,076.20	6323	Equipment Replacemen	Minor Equipment
			\$2,088.00	6323	Equip Replacement Sc	Minor Equipment
			\$1,044.00	6323	Equip Replacement Sc	Minor Equipment
			\$110.00	6323	Equip Replacement We	Minor Equipment

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 42

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	593076	\$29,208.12	\$1,205.76	6323	Equipment Replacemen	Minor Equipment
Ingamells Commercial Floo	593083	\$5,977.00	\$5,977.00	6378	Buildings Equipment	Materials/Supplies f
Inteconnex	593084	\$5,490.12	\$5,490.12	6323	Equipment Replacemen	Minor Equipment
Iowa Lakes Community Coll	593088	\$47,649.86	\$45,982.53	2019	Iowa Adv Manufacturi	Accounts Payable Acc
			\$1,667.33	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Iowa Valley Community Col	593089	\$40,505.58	\$40,505.58	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Iowa Western Community Co	593091	\$139,347.46	\$139,347.46	2019	Iowa Adv Manufacturi	Accounts Payable Acc
IP Pathways	593092	\$27,815.20	\$150.23	6265	Non Tort Equip Maint	Software Service Agr
			\$27,664.97	6323	Technical Update Equ	Minor Equipment
JE Dunn	593094	\$396,112.03	\$396,112.03	7600	Student Center Proje	Buildings and Fixed
Jeff MacTaggart Masonary	593095	\$115,415.50	\$115,415.50	7600	Student Center Proje	Buildings and Fixed
Karl Chevrolet	593100	\$42,440.00	\$17,120.00	7400	Vehicle Pool	Vehicles
			\$25,320.00	7400	Vehicle Pool	Vehicles
KCCI TV	593101	\$17,890.00	\$500.00	6110	Office of Dir, Marke	Information Services
			\$3,500.00	6110	Office of Dir, Marke	Information Services
			\$8,495.00	6110	Office of Dir, Marke	Information Services
			\$5,395.00	6110	Office of Dir, Marke	Information Services
KDSM TV	593102	\$3,740.00	\$2,510.00	6110	Office of Dir, Marke	Information Services
			\$1,230.00	6110	Office of Dir, Marke	Information Services
Kelly Services Inc	593103	\$41,973.35	\$1,728.00	6266	IWD-Summer Youth Emp	Stipends/Allowances

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 43

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Kelly Services Inc	593103	\$41,973.35	\$2,163.30	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,794.66	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,695.60	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,728.00	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,728.00	6266	United Way-Summer Yo	Stipends/Allowances
			\$1,595.70	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,609.20	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,555.20	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$432.00	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,576.80	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,636.20	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,728.00	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$216.00	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,801.00	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,552.50	6266	United Way-Summer Yo	Stipends/Allowances
			\$1,728.00	6266	United Way-Summer Yo	Stipends/Allowances
			\$1,663.20	6266	United Way-Summer Yo	Stipends/Allowances
			\$1,417.50	6266	United Way-Summer Yo	Stipends/Allowances
			\$1,703.70	6266	United Way-Summer Yo	Stipends/Allowances
			\$1,730.70	6266	United Way-Summer Yo	Stipends/Allowances
			\$1,830.72	6266	United Way-Summer Yo	Stipends/Allowances
			\$2,191.45	6266	United Way-Summer Yo	Stipends/Allowances
			\$1,674.00	6266	United Way-Summer Yo	Stipends/Allowances
			\$1,609.20	6266	IWD-Summer Youth Emp	Stipends/Allowances
			\$1,884.72	6266	IWD-Summer Youth Emp	Stipends/Allowances
Kirkwood Community Colleg	593106	\$38,369.12	\$38,369.12	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Lauridsen Group Inc	593113	\$129,649.27	\$64,831.04	6269	Lauridsen Group-Trai	Other Company Servic
			\$24,603.34	6269	Lauridsen Group-Job	Other Company Servic
			\$8,800.00	6269	Lauridsen Group-Job	Other Company Servic

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Lauridsen Group Inc	593113	\$129,649.27	\$31,414.89	6269	Lauridsen Group-Mgt/	Other Company Servic
Midwest Office Technology	593124	\$10,393.40	\$10,268.40	6322	WLAN Support	Materials & Supplies
			\$125.00	6060	Office of Exec Dir,	Maintenance/Repair o
National Curriculum & Tra	593133	\$8,539.82	\$8,539.82	6520	Driver Improvement B	Purchases for Resale
Neumann Brothers Inc	593135	\$425,887.75	\$123,877.38	7600	Student Center Proje	Buildings and Fixed
			\$302,010.37	7600	Student Center Proje	Buildings and Fixed
OnMedia	593139	\$10,273.00	\$1,920.00	6110	Office of Dir, Marke	Information Services
			\$4,210.00	6110	Office of Dir, Marke	Information Services
			\$2,456.00	6110	Office of Dir, Marke	Information Services
			\$1,687.00	6110	Office of Dir, Marke	Information Services
Precision Midwest Ltd	593146	\$33,270.00	\$16,635.00	7100	Civil Engineering Te	Furniture, Machinery
			\$16,635.00	7100	IA DOT Administrativ	Furniture, Machinery
Reynolds & Reynolds Inc	593152	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Ryan Miller	593158	\$5,238.55	\$5,238.55	6060	Motorcycle and Moped	Maintenance/Repair o
Sande Construction & Supp	593160	\$133,000.00	\$133,000.00	7600	Student Center Proje	Buildings and Fixed
Schumacher Elevator Co	593161	\$4,474.50	\$4,474.50	7600	Student Center Proje	Buildings and Fixed
Securitas Security Servic	593162	\$40,539.27	\$288.05	6261	Non Tort Security In	Contracted Security
			\$16,315.90	6261	Non Tort Security In	Contracted Security
			\$23,935.32	6261	Non Tort Security In	Contracted Security
Southeastern Community Co	593167	\$51,585.92	\$51,585.92	2019	Iowa Adv Manufacturi	Accounts Payable Acc

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 45

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Southwestern Community Co	593168	\$15,287.81	\$15,287.81	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Stenograph	593172	\$12,976.00	\$1,622.00	1550	Office of Controller	Prepaid Expenses
			\$1,622.00	1550	Office of Controller	Prepaid Expenses
			\$1,622.00	1550	Office of Controller	Prepaid Expenses
			\$1,622.00	1550	Office of Controller	Prepaid Expenses
			\$1,622.00	1550	Office of Controller	Prepaid Expenses
			\$1,622.00	1550	Office of Controller	Prepaid Expenses
			\$1,622.00	1550	Office of Controller	Prepaid Expenses
			\$1,622.00	1550	Office of Controller	Prepaid Expenses
Storey Kenworthy	593173	\$14,364.66	\$8.46	6322	AEFLA-ABE Other Leve	Materials & Supplies
			\$369.15	6322	Other General Instit	Materials & Supplies
			\$307.44	6322	Graphic Design	Materials & Supplies
			\$174.52	6322	Office of Controller	Materials & Supplies
			\$524.47	6322	Dean, Business & Inf	Materials & Supplies
			\$30.28	6322	Duplicating Services	Materials & Supplies
			\$191.88	6322	Communications	Materials & Supplies
			\$37.68	6322	Child Care	Materials & Supplies
			\$197.92	6322	Office of Exec Dir,	Materials & Supplies
			\$14.30	6322	Business Office	Materials & Supplies
			\$143.58	6322	Auto Service	Materials & Supplies
			\$1,688.48	6322	Arts and Sciences	Materials & Supplies
			\$103.51	6322	Admission Processing	Materials & Supplies
			\$159.80	6322	Admission Processing	Materials & Supplies
			\$2,380.04	6323	Equip Replacement St	Minor Equipment
			\$725.76	6322	PACE Program 260H	Materials & Supplies
			\$78.02	6322	Gateway to College	Materials & Supplies
			\$318.74	6322	Corrections-Newton	Materials & Supplies
			\$392.17	6322	Corrections-Mitchell	Materials & Supplies
			\$33.84	6322	Adult Literacy-Urban	Materials & Supplies

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 46

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	593173	\$14,364.66	\$21.00	6322	AEFLA-ABE Teacher Tr	Materials & Supplies
			\$91.47	6322	WLAN Support	Materials & Supplies
			\$50.76	6322	Office of Sr VP, Aca	Materials & Supplies
			\$52.61	6322	Veterinary Techician	Materials & Supplies
			\$52.98	6322	Transportation Insti	Materials & Supplies
			\$37.92	6322	Testing Center Urban	Materials & Supplies
			\$424.91	6322	Office of Dir, Stude	Materials & Supplies
			\$407.26	6322	Student Services	Materials & Supplies
			\$55.90	6322	Admissions/Registrat	Materials & Supplies
			\$100.00	6322	Recruiting-Program D	Materials & Supplies
			\$40.24	6322	Office of Dir, Purch	Materials & Supplies
			\$361.31	6322	Program Development	Materials & Supplies
			\$98.41	6322	Office of the Dir, P	Materials & Supplies
			\$132.97	6322	Organization & Opera	Materials & Supplies
			\$43.34	6322	Practical Nursing	Materials & Supplies
			\$42.30	6322	Mortuary Science Pro	Materials & Supplies
			\$263.90	6322	Office of Dir, Marke	Materials & Supplies
			\$935.64	6322	Marketing	Materials & Supplies
			\$182.09	6322	Management	Materials & Supplies
			\$49.30	6322	Library	Materials & Supplies
			\$140.44	6322	Info Tech/Network Ad	Materials & Supplies
			\$407.04	6322	Information Systems	Materials & Supplies
			\$842.54	6322	IES-Des Moines	Materials & Supplies
			\$132.82	6322	Office of Exec Dir,	Materials & Supplies
			\$58.95	6322	Continuing Ed, Healt	Materials & Supplies
			\$280.25	6322	Health Services	Materials & Supplies
			\$359.91	6322	GED Testing	Materials & Supplies
			\$69.50	6322	Economic Development	Materials & Supplies
			\$22.91	6322	Developmental Educat	Materials & Supplies
			\$107.98	6322	Dental Assistant	Materials & Supplies
			\$128.97	6322	Office of Exec Dean,	Materials & Supplies

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 47

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	593173	\$14,364.66	\$281.40	6322	Office of Exec Dean,	Materials & Supplies
			\$147.40	6322	Office of Exec Dean,	Materials & Supplies
			\$529.01	6322	Office of Exec Dean,	Materials & Supplies
			\$123.84	6322	Office of Dean, Indu	Materials & Supplies
			\$69.99	6322	Office of Dean, Heal	Materials & Supplies
			\$114.44	6322	Credentials	Materials & Supplies
			\$158.58	6322	Agri Business	Materials & Supplies
Studio Iowa LLC	593175	\$2,787.50	\$2,787.50	6322	Office of Dir, Marke	Materials & Supplies
Summit Fire Protection	593176	\$11,340.62	\$11,340.62	7600	Student Center Proje	Buildings and Fixed
US Erectors Inc	593186	\$134,893.61	\$134,893.61	7600	Student Center Proje	Buildings and Fixed
US Postal Service	593187	\$13,750.20	\$13,750.20	6230	Office of Exec Dir,	Postage and Expediti
Western Iowa Technical Co	593194	\$83,297.98	\$83,297.98	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Westside Appliance	593195	\$8,962.30	\$200.00	6269	Westside Appliance-T	Other Company Servic
			\$370.00	6269	Westside Appliance-J	Other Company Servic
			\$4,090.00	6269	Westside Appliance-M	Other Company Servic
			\$4,302.30	6269	Westside Appliance-J	Other Company Servic
WHO TV13	593198	\$5,070.00	\$5,070.00	6110	Office of Dir, Marke	Information Services
Xerox Corp	593201	\$6,247.36	\$427.76	6220	Duplicating Services	Rental of Equipment
			\$271.83	6220	Duplicating Services	Rental of Equipment
			\$518.50	6220	Duplicating Services	Rental of Equipment
			\$50.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$824.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$206.39	6220	Duplicating Services	Rental of Equipment

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Xerox Corp	593201	\$6,247.36	\$567.71	6322	Duplicating Services	Materials & Supplies
			\$83.77	6322	Duplicating Services	Materials & Supplies
			\$352.69	6322	Duplicating Services	Materials & Supplies
			\$400.57	6322	Duplicating Services	Materials & Supplies
			\$580.85	6220	Duplicating Services	Rental of Equipment
			\$428.32	6220	Duplicating Services	Rental of Equipment
			\$649.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$176.13	6220	Duplicating Services	Rental of Equipment
			\$503.45	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$206.39	6220	Duplicating Services	Rental of Equipment
Your Clear Next Step LLC	593203	\$2,550.00	\$2,550.00	6015	Softskills Training	Consultant's Fees
Nelson Development 10 LLC	593207	\$8,369.32	\$7,339.85	6210	IES-Des Moines	Rental of Buildings
			\$379.94	6210	Workforce Services	Rental of Buildings
			\$601.63	6030	IES-Des Moines	Custodial Services
			\$47.90	6030	Workforce Services	Custodial Services
ACT	593239	\$4,927.00	\$1,807.00	6269	NCRC Testing	Other Company Servic
			\$1,261.00	6269	NCRC Testing	Other Company Servic
			\$1,859.00	6269	NCRC Testing	Other Company Servic
Airgas North Central	593243	\$3,556.79	\$13.99	6322	Auto Body	Materials & Supplies
			\$661.79	6322	Jasper County Career	Materials & Supplies
			\$22.50	1550	Office of Controller	Prepaid Expenses
			\$348.33	6322	Jasper County Career	Materials & Supplies
			\$14.88	6322	Jasper County Career	Materials & Supplies
			\$150.75	6322	Jasper County Career	Materials & Supplies
			\$81.64	6322	Jasper County Career	Materials & Supplies
			\$237.00	6322	Jasper County Career	Materials & Supplies
			\$192.48	6322	Jasper County Career	Materials & Supplies

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 49

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Airgas North Central	593243	\$3,556.79	\$291.68	6322	Jasper County Career	Materials & Supplies
			\$193.19	6322	Jasper County Career	Materials & Supplies
			\$441.75	6322	Jasper County Career	Materials & Supplies
			\$59.29	6322	Jasper County Career	Materials & Supplies
			\$629.82	6322	Jasper County Career	Materials & Supplies
			\$217.70	6322	Jasper County Career	Materials & Supplies
All-Iowa Score Tables LLC	593245	\$5,350.00	\$5,350.00	6110	Office of Dir, Marke	Information Services
Allender Butzke Engineers	593247	\$13,647.30	\$1,016.14	6015	Student Center Proje	Consultant's Fees
			\$438.28	6015	Student Center Proje	Consultant's Fees
			\$1,123.10	6015	Student Center Proje	Consultant's Fees
			\$4,762.18	6015	Student Center Proje	Consultant's Fees
			\$225.52	6015	Building 7 Expansion	Consultant's Fees
			\$345.52	6015	Student Center Proje	Consultant's Fees
			\$1,438.12	6015	Building 7 Expansion	Consultant's Fees
			\$1,087.08	6015	Student Center Proje	Consultant's Fees
			\$510.04	6015	Student Center Proje	Consultant's Fees
			\$2,701.32	6015	Student Center Proje	Consultant's Fees
Almaco	593249	\$4,202.09	\$4,202.09	6269	ALMACO #6-Mgt/Supv T	Other Company Servic
Ames Municipal Utilities	593251	\$4,995.93	\$4,995.93	6190	Utilities	Utilities
Aspen Waste Systems of Io	593257	\$3,818.00	\$23.00	6030	Transportation Insti	Custodial Services
			\$110.00	6030	Physical Plant Opera	Custodial Services
			\$2,537.00	6030	Custodial	Custodial Services
			\$220.00	6030	Plant Operations - S	Custodial Services
			\$445.00	6030	Custodial	Custodial Services
			\$33.00	6030	Plant Operations - E	Custodial Services
			\$40.00	6030	Plant Operations - E	Custodial Services

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 50

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Aspen Waste Systems of Io	593257	\$3,818.00	\$90.00	6030	Physical Plant Opera	Custodial Services
			\$90.00	6030	Cap Med Bldg-Common	Custodial Services
			\$139.00	6030	Physical Plant Opera	Custodial Services
			\$91.00	6030	Transportation Insti	Custodial Services
Association of Business a	593258	\$15,000.00	\$15,000.00	6269	Office of the Presid	Other Company Servic
Brown, Arthur C.	593281	\$3,503.36	\$3,503.36	6930	Office of Sr VP, Aca	Other Current Expens
Cenergistic Inc	593293	\$15,354.75	\$15,354.75	6019	Utilities	Prof Svcs-Individual
CenturyLink	593295	\$5,264.39	\$47.06	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$155.19	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$507.00	6150	Communications	Communications
			\$575.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$43.97	6150	Campus Communication	Communications
			\$92.18	6150	Campus Communication	Communications
			\$61.93	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
Clear Channel Outdoor Inc	593300	\$11,700.00	\$11,700.00	6110	Office of Dir, Marke	Information Services
Dickten Masch Plastics	593323	\$7,013.44	\$7,013.44	6269	Dickten Masch #2-Job	Other Company Servic
Eslick, Daniel Connor.	593336	\$4,000.00	\$2,000.00	6269	Dallas County Farm O	Other Company Servic

Report: FWRR040

Des Moines Area Comm College

Page: 51

Date: 08/20/2015

List of checks over \$2,500.00

from 01-JUL-2015 to 19-AUG-2015

Time: 08:58 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Eslick, Daniel Connor.	593336	\$4,000.00	\$2,000.00	6269	Office of the Presid	Other Company Servic
FBG Service Corporation	593339	\$42,750.00	\$2,250.00	6030	Plant Operations, Pe	Custodial Services
			\$19,826.00	6030	Custodial	Custodial Services
			\$7,673.00	6030	Plant Operations - S	Custodial Services
			\$4,140.00	6030	Physical Plant Opera	Custodial Services
			\$4,348.00	6030	Plant Operations, St	Custodial Services
			\$4,513.00	6030	Physical Plant Opera	Custodial Services
First Choice Distribution	593342	\$6,699.23	\$185.99	6410	Plant Operations - S	Janitorial Materials
			\$230.15	6410	Physical Plant Opera	Janitorial Materials
			\$1,134.33	6410	Physical Plant Opera	Janitorial Materials
			\$5,020.76	6410	Custodial	Janitorial Materials
			\$128.00	6410	Office of Dean, Heal	Janitorial Materials
Harold Pike Construction	593356	\$245,490.45	\$245,490.45	6090	Boone Expansion	Maintenance/Repair o
Hawkeye Community College	593357	\$114,062.66	\$114,062.66	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Housby Mack Inc	593364	\$7,000.00	\$7,000.00	6269	Housby Mack, Inc-Mgt	Other Company Servic
IMT Insurance	593370	\$20,264.14	\$3,631.11	6269	IMT Insur Comp On Th	Other Company Servic
			\$15,738.40	6269	IMT Insur Comp Job S	Other Company Servic
			\$894.63	6269	IMT Insur Comp Train	Other Company Servic
Innovative Interfaces Inc	593371	\$45,936.00	\$45,936.00	6265	Non Tort Equip Maint	Software Service Agr
Iowa Department of Public	593374	\$3,510.00	\$3,510.00	6269	NLN Testing	Other Company Servic
IP Pathways	593380	\$284,427.46	\$284,427.46	6060	Non Tort Equip Maint	Maintenance/Repair o
ITA Group	593381	\$5,702.68	\$5,702.68	6269	ITA Group #3-Job Spe	Other Company Servic

Report: FWRR040
 Date: 08/20/2015
 Time: 08:58 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

Page: 52

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Janco Industries	593386	\$10,126.00	\$10,126.00	6269	Janco Industries Job	Other Company Servic
Jerry L Edmondson	593390	\$3,500.00	\$3,500.00	6019	Manufacturing Skills	Prof Svcs-Individual
Lincoln National Life Ins	593416	\$61,989.44	\$9,003.00	2257	Payroll Office	Emp Opt Life Ins Pay
			\$1,516.80	2259	Payroll Office	Dep Supp Life Ins Pa
			\$3,098.95	2258	Payroll Office	Spouse Opt Life Ins
			\$5,656.18	2256	Payroll Office	ST Disability - B In
			\$7,281.18	2255	Payroll Office	ST Disability - A In
			\$15,663.25	2254	Payroll Office	Long Term Disability
			\$19,770.08	2253	Payroll Office	Basic Life Insurance
MidAmerican Energy Co	593430	\$11,866.58	\$900.55	6190	Utilities	Utilities
			\$10.75	6190	Plant Operations - E	Utilities
			\$21.50	6190	Plant Operations-Cap	Utilities
			\$10,933.78	6190	Plant Operations - E	Utilities
National Recoveries Inc	593440	\$4,176.17	\$4,176.17	6780	Office of Controller	Collection Agency Ex
Nelnet Business Solutions	593441	\$5,555.53	\$5,555.53	6269	Office of Controller	Other Company Servic
North Iowa Area Community	593446	\$33,210.66	\$33,012.15	2019	Iowa Adv Manufacturi	Accounts Payable Acc
			\$198.51	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Performance Powder Coatin	593458	\$5,374.00	\$499.00	6377	Buildings Equipment	Materials/Supplies f
			\$4,875.00	6377	Buildings Equipment	Materials/Supplies f
Purcell Printing and Grap	593473	\$5,558.87	\$107.10	6120	Library	Printing/Reproductio
			\$354.00	6120	WTED-General Exp	Printing/Reproductio
			\$330.00	6120	WTED-General Exp	Printing/Reproductio
			\$44.00	6120	Mathematics & Scienc	Printing/Reproductio

Report: FWRR040
Date: 08/20/2015
Time: 08:58 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2015 to 19-AUG-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Purcell Printing and Grap	593473	\$5,558.87	\$54.00	6120	Office of Dean, Heal	Printing/Reproductio
			\$54.00	6120	Dean, Business & Inf	Printing/Reproductio
			\$108.00	6120	Story County Academy	Printing/Reproductio
			\$54.00	6120	Dietary Management	Printing/Reproductio
			\$64.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$999.37	6322	Auto Service	Materials & Supplies
			\$3,171.40	6322	Office of Dir, Marke	Materials & Supplies
			\$219.00	6322	WIA-Dislocated Worke	Materials & Supplies
SAS Institute World Headq	593487	\$9,500.00	\$9,500.00	6269	Office Exec Dir, Ins	Other Company Servic
Southwestern Community Co	593498	\$6,900.00	\$6,900.00	6460	STOP	Other Materials and
Statistics and Controls	593501	\$3,003.32	\$3,003.32	6269	Statistic & Con Proj	Other Company Servic
Wolin Electric	593531	\$11,373.26	\$11,373.26	6090	Equipment Replacemen	Maintenance/Repair o
Your Clear Next Step LLC	593533	\$5,501.25	\$2,025.00	6015	Softskills Training	Consultant's Fees
			\$2,396.25	6015	Softskills Training	Consultant's Fees
			\$1,080.00	6015	Softskills Training	Consultant's Fees
Zirous Inc	593534	\$4,737.19	\$4,550.00	6269	Technical Update Equ	Other Company Servic
			\$187.19	6269	Technical Update Equ	Other Company Servic
REPORT TOTAL			\$14,427,588.06			

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Des Moines Truck Brokers, Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$105,000 Aggregate Principal Amount of New Jobs Training Certificates (Des Moines Truck Brokers, Inc. Project) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



President of the Board of Directors

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$105,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (DES MOINES TRUCK BROKERS, INC. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Des Moines Truck Brokers, Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require

the issuance by the College of not to exceed \$105,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$105,000 of New Jobs Training Certificates (Des Moines Truck Brokers, Inc. Project) of the College (the "Certificates"), with \$52,500 of the Certificates issued under the Act and \$52,500 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(DES MOINES TRUCK BROKERS, INC. PROJECT)
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$105,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Des Moines Truck Brokers, Inc. Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Des Moines Truck Brokers, Inc. in Norwalk, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



Secretary of the Board of Directors

Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$105,000 of New Jobs Training Certificates (Des Moines Truck Brokers, Inc. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Des Moines Truck Brokers, Inc.

Project # 1

Dated as of September 8, 2015

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of September 8, 2015 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Des Moines Truck Brokers, Inc. (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.
- (c) It is empowered to enter into the transactions contemplated by this Agreement.

- (d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

- (a) It is duly and validly organized and is in good standing under the laws of the Iowa and is qualified to do business and is in good standing in the State.
- (b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
- (c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.
- (d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Iowa New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.
- (e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.
- (f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

- (g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.
- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.
- (i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of

the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates. In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and

have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

- (a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.
- (b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.
- (c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
- (d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.
- (e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50023

If to the Employer: Jimmy DeMatteis
Des Moines Truck Brokers Inc.
1850 Colonial Parkway
Norwalk, IA 50211

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Economic Development Authority for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

Des Moines Truck Brokers

[Printed Name of Employer] Des Moines Truck Brokers
[Federal I.D. #] 42-0944957

By: [Signature]
[Printed Name] Jimmy DeMatteis
[Printed Title] President ICSD
Email address Jimmy@dmtrb.com
Date: 6/3/2015

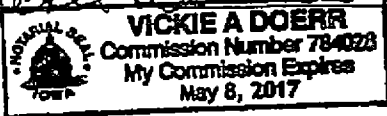
ATTEST:

By: [Signature]
[Printed Name] Vickie Doerr
[Printed Title] Accountant

State of Iowa
County of Polk :ss

On this date: 6-3-15
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] JAMES R. DeMatteis to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] President of the above named Employer, a corporation organized in the State of IOWA; that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said Instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:
[Date] Vickie Doerr 6-3-15

[SEAL] 

Notary Public In and For Said County and State
[Printed Name] Vickie Doerr Polk, IA
Commission Expires [Date] 5-8-17

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By: [Signature]
[Printed Name] Joe Pugh
[Printed Title] Board President
Date: 9-8-15

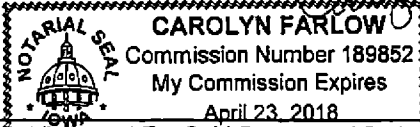
ATTEST:

By: _____
[Printed Name] _____
[Printed Title] _____

State of Iowa
County of Polk :ss

On this date: 9-8-15
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Joe Pugh to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] Board President of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:
[Date] 9-8-15 Carolyn Farlow

[SEAL] 

Notary Public In and For Said County and State
[Printed Name] Carolyn Farlow
Commission Expires [Date] 4-23-18

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

(usually whatever is on the abstract)

1850 Colonial Pkwy
Norwalk, IA 50211

Lot 1, CCF Industrial Commerce Park,
an official Plat of the City of Norwalk,
Warren County, Iowa

DESCRIPTION OF PERSONAL PROPERTY

(leave blank unless this property is personally owned; not company owned)

EXHIBIT "A"

**TRAINING PLAN
AND
BUDGET
FOR
Des Moines Truck Brokers Inc.
PROJECT #1**

Norwalk, Iowa

**Prepared By:
Kelly Mitchell
Business Consultant
DMACC Business Resources
Des Moines Area Community College**

INTRODUCTION
Des Moines Truck Brokers
PROJECT # 1

COMPANY BACKGROUND

LOCATION OF PROJECT

Norwalk, IA

BASE HEAD COUNT

15 (your company headcount on 3/30/2015)

NUMBER OF NEW POSITIONS

10

PREVIOUS PROJECTS

None

SUPPLEMENTAL INFORMATION

10 of 10 positions are eligible for the 1 ½% supplemental withholding

PRELIMINARY DATE

3/30/15

PROJECT END DATE

3/30/18

Founded in 1969, we are a 3rd party logistics firm specializing in truck load food transportation. The company contracts with shippers and receivers to transport their goods. We, in turn, contract w/ the carriers to move the freight. We provide service for both ends of the transaction, invoicing shipper/receiver customers and paying motor carriers.

**LIST OF POSITIONS
Des Moines Truck Brokers
PROJECT #1**

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
Vice President Sales	1	\$ 33.75
Operations Manager	1	\$ 33.19
Carrier Coordinator	1	\$ 24.05
Sr. Carrier Coordinator	1	\$ 21.44
Account Mgr.	1	\$ 22.00
Carrier Coordinator	1	\$ 20.67
Account Mgr.	1	\$ 28.88
Sales, NBD, Hunter	1	\$ 21.44
Sr. Carrier Coordinator	1	\$ 21.44
Sr. Carrier Coordinator	1	\$ 21.44

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below:

Dental insurance
Vision insurance
Life insurance
Short term & long term disability coverage
401 K plan & pension plan
Wellness reimbursement
Paid Holidays
Sick leave

**TRAINING BUDGET
FOR
Des Moines Truck Brokers
PROJECT #1**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.5.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

I.	JOB SKILL TRAINING	\$36,000
	(types of training, brief description)	
II.	SUPERVISORY SKILLS	\$
III.	TRAINING MATERIALS	\$3636.50
IV.	DMACC FEE	\$0
V.	ON THE JOB TRAINING	\$39,636.50
TOTAL TRAINING BUDGET		\$79,273

The training began 3/30/2015 and will continue to 3/30/2018.

Upon receipt of proper documentation, reimbursement to Des Moines Truck Brokers for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Des Moines Truck Brokers with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

I. Leadership, Management, Sales Marketing, Operations, Software, Culture Development, Sales Mgt. TIA CTB Courses (Leifred Transportation Broker) program

III. CTB. Course Materials, Online Webinars, Software, Study materials

V. We typically spend 6 to 9 months with "on the job training." Once new employees are endorsed and tested they are turned loose we estimate that they should be completed with "on the job training" within 6 mos.

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Bell Metrix, Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$100,000 Aggregate Principal Amount of New Jobs Training Certificates (Bell Metrix, Inc. Project) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



President of the Board of Directors

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$100,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (BELL METRIX, INC. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Bell Metrix, Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require

the issuance by the College of not to exceed \$100,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$100,000 of New Jobs Training Certificates (Bell Metrix, Inc. Project) of the College (the "Certificates"), with \$50,000 of the Certificates issued under the Act and \$50,000 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(BELL METRIX, INC. PROJECT)
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$100,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Bell Metrix, Inc. Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Bell Metrix, Inc. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors


Secretary of the Board of Directors

Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$100,000 of New Jobs Training Certificates (Bell Metrix, Inc. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Bell Metrix, Inc. dba Gooi Data, Inc.

Project # 1

Dated as of September 8, 2015

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of September 8, 2015 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Bell Metrix, Inc. dba Gooi Data, Inc. (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.
- (c) It is empowered to enter into the transactions contemplated by this Agreement.

- (d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

- (a) It is duly and validly organized and is in good standing under the laws of the Iowa and is qualified to do business and is in good standing in the State.
- (b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
- (c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.
- (d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Iowa New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.
- (e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.
- (f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.
- (g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other

person, except the Area School.

- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.
- (i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the

payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates. In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale.

Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

- (a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.
- (b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.
- (c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
- (d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.
- (e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and

payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50023

If to the Employer: Brian Baltutat, CEO
 GOOI Data Inc.
 1901 Bell Avenue
 Suite 4, Floor 3
 Des Moines, IA 50315

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this

Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Economic Development Authority for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates,

and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

Good Data, Inc.
[Printed Name of Employer]
[Federal I.D. #] 47-3771453

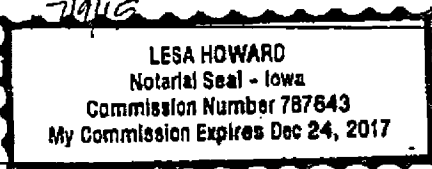
By: [Signature]
[Printed Name] Brian Baltutat
[Printed Title] CEO
Email address brian@goodata.com
Date: 7/9/15

ATTEST:
By: [Signature]
[Printed Name] Lesla Howard
[Printed Title] President

State of Iowa
County of Warren :ss

On this date: 7/9/15
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Brian Baltutat
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] CEO
of the above named Employer, a corporation organized in the State of Iowa
that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:
[Date] 7/9/15

[SEAL] 

Notary Public in and For Said County and State
[Printed Name] Lesla Howard
Commission Expires [Date] 12/24/2017
[Signature]

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

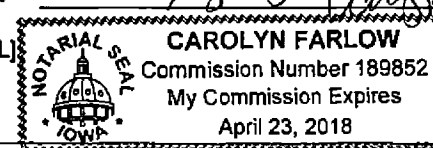
By: [Signature]
[Printed Name] Joe Puell
[Printed Title] Board President
Date: 9-8-15

ATTEST:
By: _____
[Printed Name] _____
[Printed Title] _____

State of Iowa
County of Polk :ss

On this date: 9-8-15
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Joe Puell
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] Board President
of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:
[Date] 9-8-15 [Signature]

[SEAL] 

Notary Public in and For Said County and State
[Printed Name] Carolyn Farlow
Commission Expires [Date] 4-23-18
[Signature]

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

-EX PRT CONVEYED TO CITY OF DES MOINES BOOK 14652
PAGE 142- & -EX IREG PC BNG N 177F E LN & S 97.1F
N 167.1F WLY LN OF NELY 211.9F NLY LN & NELY
141.8F S LN- LT 1 LYG N OF THOMAS BECK RD
SOLAR-MEREDITH PLACE

DESCRIPTION OF PERSONAL PROPERTY

This project will be paid for wholly by withholding tax of new positions.

EXHIBIT "A"

**TRAINING PLAN
AND
BUDGET
FOR
GOOI Data Inc
PROJECT #1**

Prepared By:
Aaron Chittenden
Business Consultant
DMACC Business Resources
Des Moines Area Community College

**INTRODUCTION
GOOI Data Inc
PROJECT # 1**

COMPANY BACKGROUND

GOOI Data is a startup company. GOOI Data enables businesses and organizations the opportunity to cost effectively enhance their customer engagement, improve their service and product offerings, drive their messaging and promotional activities, and understand opportunities through deployment of data. Providing sophisticated tools and analytic outcomes in a simple to use, affordable, cloud based format, Gooi Data, Inc. intends to democratize data deployment for all businesses, public affairs, and charitable organizations.

LOCATION OF PROJECT

1901 Bell Avenue, Des Moines

BASE HEAD COUNT

0

NUMBER OF NEW POSITIONS

25

PREVIOUS PROJECTS

None

SUPPLEMENTAL INFORMATION

22 of 25 positions are eligible for the supplemental 1.5%.

PRELIMINARY DATE

4/27/15

PROJECT END DATE

May 2019

LIST OF POSITIONS

PROJECT #1

Title	Number	Wage
CEO*	1	\$60.10
President*	1	\$48.08
Development Team Leader*	1	\$45.67
Data Team Leader*	1	\$43.27
DB Team Leader*	1	\$40.86
VP Marketing*	1	\$38.46
Sales Manager*	1	\$23.50
VP Business Development*	1	\$33.65
Entry Web Developer	1	\$20.19
Experienced Web Developer*	1	\$38.46
Senior Web Developer*	1	\$43.27
Senior Graphic Designer*	1	\$28.85
Market Research Analyst*	1	\$40.86
Senior Market Research Analyst*	1	\$43.27
Data Scientist*	1	\$43.27
Senior Data Scientist*	1	\$48.08
Senior Demographer*	1	\$52.88
Data Manager*	1	\$48.08
Statistical Assistant*	1	\$28.85
Research and Development*	1	\$48.08
Quality Control*	1	\$28.85
Marketing Manager*	1	\$28.85
Project Manager*	1	\$38.46
Marketing Assistant	1	\$16.83
Sales	1	\$19.23

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below:

**TRAINING BUDGET
FOR
GOOI Data Inc
PROJECT #1**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

I.	JOB SKILL TRAINING	\$57,500
	General HR Training	
	Proprietary software package and algorithm training	
	Sales	
	Relationship strategies	
	Professional etiquette	
	Project Management	
	Analytic Skills	
	Business math	
	Data mining	
II.	SUPERVISORY SKILLS	\$13,000
	Interpersonal skills	
	Team Building	
	Leading Teams	
III.	TRAINING MATERIALS	\$7,990
	Training Room	
	Software	
	Books	
IV.	DMACC FEE	\$0
V.	ON THE JOB TRAINING	\$0
	TOTAL TRAINING BUDGET	\$78,490

The training began 4/27/15 and will continue to 5/15/19.

Upon receipt of proper documentation, reimbursement to GOOI Data for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of GOOI Data with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Pillar Technology Group, LLC. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$540,000 Aggregate Principal Amount of New Jobs Training Certificates (Pillar Technology Group, LLC Project) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



President of the Board of Directors

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$540,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (PILLAR TECHNOLOGY GROUP, LLC PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Pillar Technology Group, LLC (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require

the issuance by the College of not to exceed \$540,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$540,000 of New Jobs Training Certificates (Pillar Technology Group, LLC Project) of the College (the "Certificates"), with \$271,750 of the Certificates issued under the Act and \$268,250 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(PILLAR TECHNOLOGY GROUP, LLC PROJECT)
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$540,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Pillar Technology Group, LLC Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Pillar Technology Group, LLC in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



Secretary of the Board of Directors

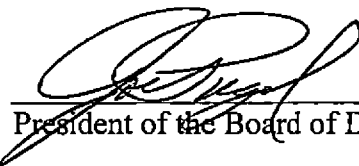
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$540,000 of New Jobs Training Certificates (Pillar Technology Group, LLC Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.


Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Pillar Technology Group, LLC

Project # **1**

Dated as of **September 8, 2015**

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of September 8, 2015 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Pillar Technology Group, LLC (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.
- (c) It is empowered to enter into the transactions contemplated by this Agreement.

- (d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

- (a) It is duly and validly organized and is in good standing under the laws of the Iowa and is qualified to do business and is in good standing in the State.
- (b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
- (c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.
- (d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Iowa New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.
- (e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.
- (f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

- (g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.
- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.
- (i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of

the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates. In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and

have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

- (a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.
- (b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.
- (c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
- (d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.
- (e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50023

If to the Employer: Angela McManaway
580 North 4th St
Suite 190
Columbus, OH 43215

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.


Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Economic Development Authority for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓	
Pillar Technology Group, LLC	
[Printed Name of Employer]	
[Federal I.D. #]	134212209
By: _____	
[Printed Name]	Angela McManaway
[Printed Title]	VP Finance
Email address	amcmanaway@pillartechology.com
Date:	04/28/2015
ATTEST:	
By: _____	
[Printed Name]	Angela McManaway
[Printed Title]	VPOFFICER
State of	Ohio
County of	Franklin :ss
On this date:	07/10/2015
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] <u>Angela McManaway</u>	
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] <u>VP Finance</u>	
of the above named Employer, a corporation organized in the State of <u>Ohio</u> ;	
that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.	
Given under my hand and seal this date:	
[Date]	7/10/2015 (again 7/10/15)
 ERICA L. DIMMERLING NOTARY PUBLIC STATE OF OHIO Recorded in	
Notary Public in and For Said County and State	
[Printed Name]	My Comm. Exp. 5/22/19
Commission Expires [Date]	05/22/2019
Erica L. Dimmerling	


↓ DMACC ↓	
DES MOINES AREA COMMUNITY COLLEGE	
By: _____	
[Printed Name]	Joe Priel
[Printed Title]	Board President
Date:	9-8-15
ATTEST:	
By: _____	
[Printed Name]	
[Printed Title]	9-8-15
State of Iowa	
County of Polk	:ss
On this date:	9-8-15
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] <u>Joe Priel</u>	
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] <u>Board President</u>	
of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.	
Given under my hand and seal this date:	
[Date]	9-8-15 (Joe Priel)
[SEAL]	 CAROLYN FARLOW Commission Number 189852 My Commission Expires April 23, 2018
Notary Public in and For Said County and State	
[Printed Name]	Carolyn Farlow
Commission Expires [Date]	4-23-18

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

LOTS 6 THRU 8 & E 7F LOT 9 BLK 2 J C SAVERY
PARK'S ADD

DESCRIPTION OF PERSONAL PROPERTY

This project is funded entirely from the withholding tax diversion on new
Iowa positions.

EXHIBIT "A"

**TRAINING PLAN
AND
BUDGET
FOR
Pillar Technology
PROJECT #1**

Prepared By:
Aaron Chittenden
Business Consultant
DMACC Business Resources
Des Moines Area Community College

INTRODUCTION Pillar Technology PROJECT # 1

COMPANY BACKGROUND

Pillar Technology Group, LLC was founded in Brighton, Michigan in 1996. Pillar Technology Group, LLC provides information consulting services, specializing in the construction of software and integration of applications. The company offers software development, customer relationship management, business intelligence, service oriented architecture, IT outsourcing and mobile application development solutions. The company also provides IT testing and training services.

LOCATION OF PROJECT

1420 Locust Street, Des Moines, IA 50309

BASE HEAD COUNT

9 (as 3/2/15 subsequently 1 position eliminated, none of 27 new positions are replacement of that position)

NUMBER OF NEW POSITIONS

27

PREVIOUS PROJECTS

None.

SUPPLEMENTAL INFORMATION

26 of the 27 positions qualify for the supplemental 1.5% withholding

PRELIMINARY DATE

3/2/15

PROJECT END DATE

May 2019

LIST OF POSITIONS**PROJECT #1**

Title	Hourly Wage	Estimated Start Month
Executive*	\$83.00	May-15
Apprentice Developer 2*	\$38.46	Jun-15
Journeyman Developer*	\$45.67	Jun-15
Delivery Executive*	\$83.00	Jun-15
Journeyman Developer*	\$45.67	Jul-15
Apprentice Developer 2*	\$38.46	Aug-15
Journeyman Developer*	\$45.67	Aug-15
Apprentice Developer 2*	\$38.46	Sep-15
Journeyman Developer*	\$45.67	Sep-15
Master Craftsman*	\$62.50	Sep-15
Executive Consultant*	\$72.12	Sep-15
Apprentice Developer 2*	\$38.46	Oct-15
Forge Coordinator	\$17.00	Sep-15
Journeyman Developer*	\$45.67	Nov-15
Journeyman Developer*	\$45.67	Jan-16
Craftsman Developer*	\$55.29	Feb-16
Master Craftsman*	\$62.50	Feb-16
Craftsman Developer*	\$55.29	Mar-16
Craftsman Developer*	\$55.29	Apr-16
Delivery Lead*	\$62.50	Apr-16
Journeyman Developer*	\$45.67	May-16
Apprentice Developer 1*	\$28.85	Jun-16
Apprentice Developer 1*	\$28.85	Jul-16
Craftsman Developer*	\$55.29	Aug-16
Craftsman Developer*	\$55.29	Aug-16
Forge Coordinator*	\$25.00	Sep-16
Journeyman Developer*	\$45.67	Oct-16

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below:

TRAINING PLAN - Exhibit A

NEW POSITIONS:

26

TRAINING FUND:

\$420,063.00

DMACC FEE IV:

AVAILABLE TRAINING:

\$420,063.00

COMPANY:

Pillar Technology

PROJECT # 1

BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OUT V	On the Job
Onboarding: Pillar Technology is growing and adding many new employees in Iowa. It is important that those new employees be onboarded and thoroughly trained by existing Pillar Technology staff. This will be done through formal training sessions, on the job training, through in-person and/or virtual training.	New Pillar Technology employees will quickly be able to perform their jobs within the organization and will understand the culture and expectations of the organization.	Pillar Technology will provide training and onboarding for new Iowa employees in order to ensure that they are able to perform their jobs effectively.	31,063 \$28,000.00	24,063 \$18,000.00		10,000.00		
Software Development OJT: It is important for the employees of Pillar Technology to stay on the cutting edge with regards to their technical computer skills so that they can stay competitive in the marketplace. Pillar Technology employees are expected to be at the forefront of the software development field.	Pillar Technology employees will be able to use existing technology and incorporate new technology into the workplace. Pillar Technology employees will be proficient in technical and agile skills related to business related	Pillar Technology provide software development by pairing more senior developers/artisans with new hires.	64,000 \$73,563.00			0.00	64,000 73,563.00	
Training Room and Materials: In order to facilitate ongoing training of Pillar Technology employees, Pillar Technology plans to create a training room at their Iowa location. Software development to create training software.	Having an on-site training location will enable Pillar Technology to ensure it is able to provide employees with the best training environment. Pillar's proprietary training software will enable Pillar to train employees in an efficient and effective manner.	Pillar Technology will create a training room including, but not limited to, computers, screens, projection equipment, video conferencing, training manuals, etc. Pillar Technology will develop a software training platform.	315,000 \$280,000.00			315,000 280,000.00		
Management Training: Managers and team leaders will be expected to be able to lead their teams to greater levels of efficiency and efficacy to meet customer requirements.	Team leaders will learn various management skills such as, but not limited to, project management, change management, motivation, delegation, giving feedback, active listening, creating a culture	DMACC and/or other vendors may provide courses, workshops, conferences, seminars, credit classes, continuing education classes, books, audiocassettes, self-study courses, videos and customized training. Consulting may also be included.	15,000 \$28,500.00		15,000 28,500.00			
TOTAL			\$420,063.00	\$48,000.00	\$28,500.00	\$300,000.00	\$73,563.00	
				24,063	15,000	325,000	60,000	

**TRAINING BUDGET
FOR
Pillar Technologies
PROJECT #1**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

I.	JOB SKILL TRAINING	\$20,063
	Software Development Skills	
	Agile	
	Communications Skills	
	Presentation Skills	
	Problem Solving	
	Customer Service	
	Sales Skills	
	Marketing Skills	
	Continuous Improvement Methods	
	Professional Development and Designations	
	Change Management	
II.	SUPERVISORY SKILLS	\$15,000
	Project Management	
	Leading Teams	
	Employee Engagement	
	Motivation	
III.	TRAINING MATERIALS	\$325,000
	Learning Environment Training Room	
IV.	DMACC FEE	\$0
V.	ON THE JOB TRAINING	\$60,000
	New hires will be paired in mentor relationships with more senior employees. Instruction will be done according to a set curriculum with identified objectives. Testing for understanding and proficiency will be done as part of the ongoing mentoring relationship.	

TOTAL TRAINING BUDGET \$420,063

The training began 3/2/15 and will continue to 3/2/18.

Upon receipt of proper documentation, reimbursement to Pillar Technologies for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Pillar Technologies with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and TPI Iowa, LLC. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$345,000 Aggregate Principal Amount of New Jobs Training Certificates (TPI Iowa, LLC Project #4) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



President of the Board of Directors

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$345,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (TPI IOWA, LLC PROJECT #4) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with TPI Iowa, LLC (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require

the issuance by the College of not to exceed \$345,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$345,000 of New Jobs Training Certificates (TPI Iowa, LLC Project #4) of the College (the "Certificates"), with \$246,250 of the Certificates issued under the Act and \$98,750 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(TPI IOWA, LLC PROJECT #4)
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$345,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (TPI Iowa, LLC Project #4) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at TPI Iowa, LLC in Newton, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



Secretary of the Board of Directors

Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$345,000 of New Jobs Training Certificates (TPI Iowa, LLC Project #4) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

TPI Iowa, LLC

Project # 4

Dated as of September 8, 2015

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of September 8, 2015 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and TPI Iowa, LLC (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.
- (c) It is empowered to enter into the transactions contemplated by this Agreement.

- (d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

- (a) It is duly and validly organized and is in good standing under the laws of the Iowa and is qualified to do business and is in good standing in the State.
- (b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
- (c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.
- (d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Iowa New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.
- (e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.
- (f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

- (g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.
- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.
- (i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of

the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates. In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and

have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

- (a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.
- (b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.
- (c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
- (d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.
- (e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50023

If to the Employer: Dana McVay
TPI Composites
2300 N. 33rd Ave. E
Newton, IA 50208

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

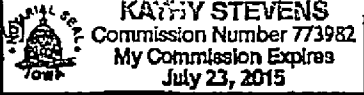
Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Economic Development Authority for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓	
TPI Composites	
[Printed Name of Employer]	
[Federal I.D. #]	28-0722887
By:	<u>[Signature]</u>
[Printed Name]	DANA A. McVay
[Printed Title]	Controller
Email address	dmvay@tpi-composites.com
Date:	6/23/15
ATTEST:	
By:	<u>[Signature]</u>
[Printed Name]	Kathy Stevens
[Printed Title]	Notary Public
State of	Iowa
County of	Jasper :ss
On this date:	6/23/15
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] <u>DANA A. McVay</u>	
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] <u>Controller</u>	
of the above named Employer, a corporation organized in the State of <u>Delaware</u> ;	
that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.	
Given under my hand and seal this date:	
[Date]	June 23, 2015
[SEAL]	
Notary Public In and For Said County and State	
[Printed Name]	Kathy Stevens
Commission Expires [Date]	7/23/15

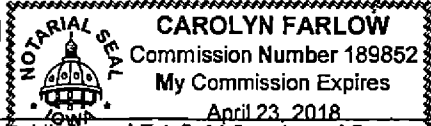
↓ DMACC ↓	
DES MOINES AREA COMMUNITY COLLEGE	
By:	<u>[Signature]</u>
[Printed Name]	Joe Pugh
[Printed Title]	Board President
Date:	9-8-15
ATTEST:	
By:	
[Printed Name]	
[Printed Title]	
State of Iowa	
County of Polk	:ss
On this date:	9-8-15
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] <u>Joe Pugh</u>	
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] <u>Board President</u>	
of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.	
Given under my hand and seal this date:	
[Date]	9-8-15 <u>Carolyn Farlow</u>
[SEAL]	
Notary Public In and For Said County and State	
[Printed Name]	Carolyn Farlow
Commission Expires [Date]	4/23/18

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

The project site is not owned by TPI, rather is being leased.

DESCRIPTION OF PERSONAL PROPERTY

EXHIBIT "A"

TRAINING PLAN
AND
BUDGET
FOR
TPI Composites
PROJECT #4

Prepared By:
Kelly Mitchell
Business Consultant
DMACC Business Resources
Des Moines Area Community College

INTRODUCTION
TPI Composites
PROJECT # 4

COMPANY BACKGROUND

TPI's Newton, IA wind blade plant opened in Sept. 2008. The company produces blades for GE Energy at the facility through a long-term supply agreement. TPI Composites is a leading manufacturer of large scale composite structures for the wind energy, transportation, and military vehicle markets. TPI operates in Warren, RI; Juarez, Mexico; Taicang, China; and Izmir, Turkey.

LOCATION OF PROJECT

Newton

BASE HEADCOUNT

780

NUMBER OF NEW POSITIONS

63

PREVIOUS PROJECTS

Project 1-3 are completed (still in withholding only phase).

SUPPLEMENTAL INFORMATION

16 of the 63 positions are eligible for the 1 ½% supplemental.

PRELIMINARY DATE

01/20/2015

PROJECT END DATE

01/20/2018

LIST OF POSITIONS
TPI Composites
PROJECT #4

[illegible]

Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
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Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Process Engineer	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10
Manufacturing Professional	1	\$	15.10

* Denotes jobs that receive the supplemental 15%

Please list all company benefits below:

**TRAINING BUDGET
FOR
TPI Composites
PROJECT #4**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

I.	JOB SKILL TRAINING	\$79,112
II.	SUPERVISORY SKILLS	\$40,000
III.	TRAINING MATERIALS	\$15,000
IV.	DMACC FEE	\$
V.	ON THE JOB TRAINING	\$134,112
TOTAL TRAINING BUDGET		\$268,224

The training began 1/20/2015 and will continue to 1/20/2017.

Upon receipt of proper documentation, reimbursement to TPI COMPOSITES for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of TPI COMPOSITES with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

#7

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:


<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Agri Drain Corp. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Agri Drain Corp." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND AGRI DRAIN CORP.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Agri Drain Corp. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

ATTEST:

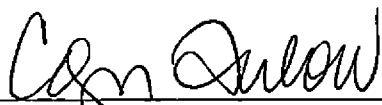


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of September 8, 2015 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Agri Drain Corp., Adair, Iowa, (the "Business" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$25,000.00, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and

shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Business: AgriDrain

1462 340th Street

Adair, IA 50002

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pugh, Board President

Type Name and Title

AgriDrain Corporation

Business

Kris Stringham

Authorized Signature

Kris Stringham, HR

Type Name and Title

kris@agridrain.com

Email Address

2006 South Ankeny Blvd.

1462 340th Street

Ankeny, IA 50023

Address

Adair, IA 50002

Address

9-8-15

Date

7/21/15

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Agri Drain Corp.
Project #8**

May 28, 2015

Training Plan and Budget For Agri Drain Corp WTED Project

The following Training Plan reflects the expected training activities for *Agri Drain Corp*. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by *Agri Drain Corp*. staff with assistance from a DMACC Business Consultant. The Training Plan and Budget are as follows.

	Cost ^{WTED} WTED 260F Cost	
I. Job Skill Training	\$24,400.00	\$18,000.00
<p>The following training may include, but is not limited to the following:</p> <ul style="list-style-type: none"> - Safety Training - Program and software training such as excel, crystal, AutoCad - Program training for new CNC machines - Human Resources and employment law training 		
<p>Management/Supervisory Skills</p> <p>The following training may include, but is not limited to the following:</p> <p>Executive manager communication training</p> <p>Supervisor training</p> <p>Leadership Development</p>	\$5,000.00	\$2,302.00
III. Materials and Supplies	\$250.00	\$250.00
IV. Administrative Costs	\$ 4448.00	\$4448.00
<p>DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.</p>		
Total	\$34,098.00	\$25,000.00

The training began **5/28/15** with completion anticipated by **5/28/17** Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least **10** unduplicated employees and will show, at the completion of the contract, **9098.00** in-kind cash match. This match will be linked to the training as outlined in this plan.

SECTION 6. TRAINING PLAN

I. Training start date. 5/28/15

II. Training end date. 5/28/17

Note- Training plans can be written for a maximum of two years

III. TOTAL UNDUPLICATED number of employees to be trained. 10 _____

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job skills	24,400.00	10	Value of Wages & Benefits	9500.00
Management/Supervisory	5,000.00	3	Value of Facilities	
Training Materials	250.00	10	Value of Equipment	
			Value of Supplies	
			Other:	
			Total In-Kind Match	
Total Training Cost	29650.000			

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

☒ Yes ☐ No

Total Training Cost	\$29,650.00
Administration Cost	\$4,448.00
Total Project Cost (training cost + administration cost)	\$34,098.00
Amount of Company Cash Match	\$9098.00
Award Amount	\$25,000.00

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Express Logistics, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Express Logistics, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

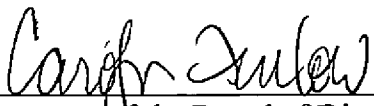
<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto,
duly adopted and signed his approval thereto.



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND EXPRESS LOGISTICS, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Express Logistics, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

ATTEST:

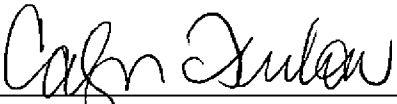


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of September 8, 2015

between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Express Logistics, Inc., Waukee, Iowa, (the "Business" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$25,000.00, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI
EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and

shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Business: Express Logistics, Inc.

1125 SE Westbrooke Dr. Suite B

Waukee, IA 50263

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

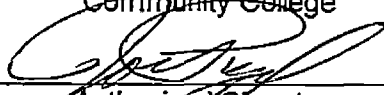
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



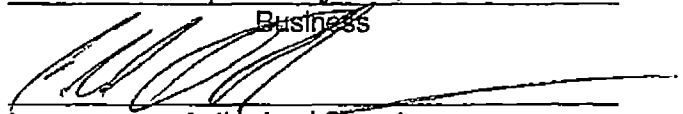
Authorized Signature

Joe Pugh, Board President

Type Name and Title

Express Logistics, Inc.

Business



Authorized Signature

Chad Rubner President

Type Name and Title

crubner@exp-logistics.com

Email Address

2006 South Ankeny Blvd.

1125 SE Westbrooke Dr. Suite B

Ankeny, IA 50023

Address

Waukee, IA 50263

Address

9-8-15

Date

7/28/2015

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Express Logistics, Inc.
Project #4**

May 28, 2015

SECTION 6. TRAINING PLAN

I. Training start date. 5/28/2015

II. Training end date. 5/28/2015 17

Note- Training plans can be written for a maximum of two years

25

III. TOTAL UNDUPLICATED number of employees to be trained. _____

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	in-Kind Match	
Job skills	13,500.00		Value of Wages & Benefits	15,800.00
Management/Supervisory	13,500.00		Value of Facilities	6000.00
Training Materials	2650.00		Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	21,800.00
Total Training Cost	29650.00			

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

☒ Yes ☐ No

Total Training Cost	\$29,650.00
Administration Cost	\$4447.00
Total Project Cost (training cost + administration cost)	\$34,098.00
Amount of Company Cash Match	\$9098.00
Award Amount	\$25,000.00

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Helena Industries, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Helena Industries, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND HELENA INDUSTRIES, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Helena Industries, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

ATTEST:

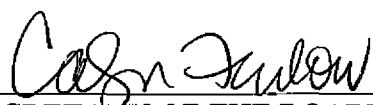


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of September 8, 2015 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Helena Industries, Inc., Des Moines, Iowa, (the "Business" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of 25,000, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and

shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Business: Helena Industries

2535 SE Vandalia Rd

Des Moines, IA 50306

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pugh, Board President
Type Name and Title

Helena Industries, Inc.

Business

Authorized Signature

Philip Berryman VP of Operations
Type Name and Title

berrymanp@helenaindustries.com
Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

9-8-15

Date

725 Schilling Blvd. Suite 200

Collierville, TN 38017

Address

7/21/2015

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Helena Industries, Inc.
Project #1**

December 8, 2014

**Training Plan and Budget
For Helena Industries
WTED Project #1**

The following Training Plan reflects the expected training activities for Helena Industries. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by Helena Industries staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	WTED Cost
I. Job Skill Training		
Lean Training – Helena plans on implementing many Lean initiatives such as Lean 101, 5S, and process Mapping.	22,237	20,552
II. Management/Supervisory Skills		
Helena plans on doing additional leadership training for New and existing supervisors.	7,413	0
III. Materials and Supplies		
IV. Administrative Costs	\$ 4,448	\$4,448
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
Total	\$34,098	\$25,000

The training began 12/8/14 with completion anticipated by 12/8/16. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least 25 unduplicated employees and will show, at the completion of the contract, \$9,098 in-kind cash match. This match will be linked to the training as outlined in this plan.

SECTION 6. TRAINING PLAN

I. Training start date. 12/8/14

II. Training end date. 12/8/16

Note- Training plans can be written for a maximum of two years

III. TOTAL UNDUPLICATED number of employees to be trained. 25

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Lean Training	22,237	30	Value of Wages & Benefits	10000
Leadership Training	7,413	10	Value of Facilities	
			Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	10000
Total Training Cost	29,650			

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

☒ Yes ☐ No

Total Training Cost	\$29,650
Administration Cost	\$4,448
Total Project Cost (training cost + administration cost)	\$34,098
Amount of Company Cash Match	\$9,098
Award Amount	\$25,000

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:


<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Iowa Property Exchange, L.L.C. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Iowa Property Exchange, L.L.C." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto,
duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND IOWA PROPERTY EXCHANGE, L.L.C.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Iowa Property Exchange, L.L.C. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

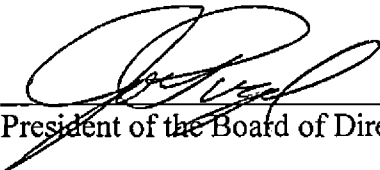
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

ATTEST:




Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of September 8, 2015
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),
and Iowa Property Exchange, L.L.C., Des Moines, Iowa, (the "Business" and its location), is entered into under
the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

**ARTICLE III
PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$25,000 (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

**ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI
EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and

shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023

Business: David A. Brown
1922 Ingersoll Avenue
Des Moines, IA 50309

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

Date

IPE 1031

Business

Authorized Signature

David A. Brown, President

Type Name and Title

dbrown@IPE1031.com

Email Address

1922 Ingersoll Avenue

Des Moines, IA 50309

Address

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Iowa Property Exchange, L.L.C.
Project #2**

May 28, 2015

**Training Plan and Budget
For Iowa Property Exchange, Inc.
WTED Project**

The following Training Plan reflects the expected training activities for Iowa Property Exchange. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Iowa Property Exchange staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training		
Computer training which may include:	\$18,650	\$12,500
<ul style="list-style-type: none">• ACT software• Quickbooks• Other financial software		
Industry training through the Federation of Exchange Accommodators.		
Communication Skills		
Entrepreneurial Thinking		
II. Management/Supervisory Skills	\$10,000	\$7,052.50
Leadership development training which may include:		
<ul style="list-style-type: none">• Team building• Motivating Employees• Articulating a Vision• Performance Review• Leading Teams• DiSC Assessment		
III. Materials and Supplies	\$1,000	\$1,000

IPE may purchase books, software, DVDs, training manuals and other materials to help facilitate employee learning.

IV. Administrative Costs

\$ 4,447.50 \$4,447.50

DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

Total \$34,097.50 \$25,000

The training began 5/28/15 with completion anticipated by 5/28/17. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least 5 unduplicated employees and will show, at the completion of the contract, \$9,098 in cash match. This match will be linked to the training as outlined in this plan.

SECTION 6. TRAINING PLAN

I. Training start date. 5/28/15

II. Training end date. 5/28/17

Note- Training plans can be written for a maximum of two years

7

III. TOTAL UNDUPLICATED number of employees to be trained. _____

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. **Attach a detailed description for each training activity.**

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skills				
- Computer Training				
- Industry Training				
- Communication Skills Training	\$18,650	5	Value of Wages & Benefits	34,2125
- Entrepreneurial Training				
Management/Supervisory				
- Leadership Training				
- Team building				
- Motivating Employees	\$10,000	2	Value of Facilities	2,640
- Articulating a Vision				
- Performance Review				
- Leading Teams				
- DiSC Assessment				
Training Materials	\$1,000	5	Value of Equipment:	
			Value of Supplies	
			Other:	500
			Total In-Kind Match	37,265
Total Training Cost	\$29,0650			

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Lely North America, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Lely North America, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto,
duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND LELY NORTH AMERICA, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Lely North America, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$19,811; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of September 8, 2015

between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Lely North America, Inc., Pella, Iowa, (the "Business" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of 19,811, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

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Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be

construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Business: Lely North America

775 250th St.

Pella, IA 50219

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

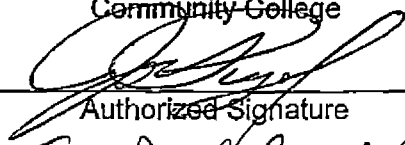
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



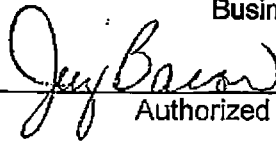
Authorized Signature

Joe Pugh, Board President

Type Name and Title

Lely North America

Business



Authorized Signature

Jerry Bacon - Business Controller

Type Name and Title

jbacon@lely.com

Email Address

2006 South Ankeny Blvd.

775 250th St.

Ankeny, IA 50023

Address

Pella, IA 50219

Address

9-8-15

Date

August 18, 2015

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Lely North America, Inc.
Project #1**

March 4, 2015

SECTION 6. TRAINING PLAN

I. Training start date.	<u>3/4/15</u>	
II. Training end date.	<u>3/4/17</u>	
<u>Note</u> - Training plans can be written for a maximum of two years		
III. <u>TOTAL UNDUPLICATED</u> number of employees to be trained.	<u>37</u>	

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Computer Training Program Classes (Excel, etc)	5000	15	Value of Wages & Benefits	
Employee Professional Development Classes	5000	15	Value of Facilities	
Safety Training	2000	37	Value of Equipment:	
Company Training on new product assembly (Production Employees)	5000	5	Value of Supplies	
Company IT orientation (IT Employee)	1000	1	Other:	
Company orientation of job duties (Operations, Marketing, Accounting Employees)	5000	5	Total In-Kind Match	
Total Training Cost	23,000.00			

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

☒ Yes ☐ No

Total Training Cost	\$23,000.00
Administration Cost	\$ 3,450.00
Total Project Cost (training cost + administration cost)	\$26,450.00
Amount of Company Cash Match	\$ 6,639.00

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Perficut Companies, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Perficut Companies, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND PERFICUT COMPANIES, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Perficut Companies, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

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- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and

shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Business: _____

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

- Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College
Community College

Perficut
Business

Authorized Signature

Authorized Signature

Joe Puzel, Board President
Type Name and Title

Cassie Cimaglia, Director of Process Improvement
Type Name and Title

ccmaglia@perficut.com
Email Address

2006 South Ankeny Blvd.

6550 NE 14th Street

Ankeny, IA 50023
Address

Des Moines, IA 50021
Address

9-8-15
Date

8/16/2015
Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Perficut Companies, Inc.
Project #1**

July 23, 2015

Training Plan and Budget For WTED Project

The following Training Plan reflects the expected training activities for Perficut. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Perficut staff with assistance from a DMACC Business Consultant. The Training Plan and Budget are as follows.

	Cost	WTED Cost
I. Job Skill Training	\$18,950	\$15,552

Participants will gain various job skills through classes, workshops, online classes, and other training in subjects including:

ISO Internal Auditor Training, which may include, but not be limited to SN-9001 training and related activities

Continuous Improvement Training, which may include, but not be limited to, Lean Methodologies, 5S, Six Sigma and other continuous improvement tools.

Technical Training, which may include but not be limited to, automotive repair, small engine repair, landscaping installation, landscaping maintenance, tree disease management, and irrigation installation.

Computer Training, which may include, but not be limited to, SharePoint, Smart Sheet, Excel, Word, and other software packages employed by Perficut.

Customer Service, which may be both internal and external customer service training.

Safety, including basic first aid and safe operation of equipment necessary to perform job duties including proper use of PPE, LOTO, and review of safety policies for OSHA compliance.

Communication training to improve both internal and external communications.

II.	Management/Supervisory Skills	\$6,500	\$4,000
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Management and entrepreneurial skills anticipated to be taught through various means including formal classes, seminars, conferences, and other instruction include:

- Performance Management
- Goal Setting
- Leading Teams
- Motivating Employees
- Leadership Development
- Delegating
- Giving and Receiving Feedback

III.	Materials and Supplies	\$4,200	\$1,000
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Perficut may purchase materials such as books, manuals, online applications, software and DVDs to assist with employee learning.

IV.	Administrative Costs	\$ 4,448	\$4,448
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DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

Total	\$25,000	\$20,552
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The training began 7/23/15 with completion anticipated by 7/23/15. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

✓

The company will train at least 60 unduplicated employees and will show, at the completion of the contract, \$9,098 in cash match. This match will be linked to the training as outlined in this plan.

SECTION 6. TRAINING PLAN

I. Training start date. 7/23/15

II. Training end date. 7/23/17

Note- Training plans can be written for a maximum of two years

60

III. TOTAL UNDUPLICATED number of employees to be trained. _____

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. **Attach a detailed description for each training activity.**

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skills - ISO Auditing - Continuous Improvement - Technical Training - Computer Training - Safety Training - Customer Service - Communications	18,950	60	Value of Wages & Benefits	\$37,549.44
Management/Supervisory Skills - Performance Management - Goal Setting - Leading Teams - Motivating Employees - Leadership Development - Delegating - Giving and Receiving Feedback	6,500	30	Value of Facilities	\$1,000
Materials	4,200	60	Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	38,549.44
Total Training Cost	29,650			

PROJECT COSTS AND AWARD AMOUNT

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:


<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Lifespace Communities, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Lifespace Communities, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto,
duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND LIFESPACE COMMUNITIES, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Lifespace Communities, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$17,500; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

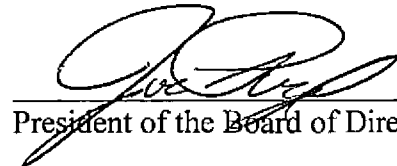
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

ATTEST:

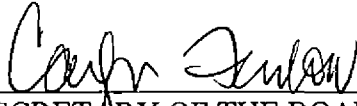


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of September 8, 2015
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),
and Lifespace Communities, Inc., Des Moines, Iowa, (the "Business" and its location), is entered into under the
following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$17,500, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as

may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Business: Lifespace Communities

100 East Grand Avenue, Suite 200

Des Moines, Iowa 50309

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to

be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College
Community College


Authorized Signature

Joe Puzel, Board P
Type Name and Title

Lifespace Communities
Business


Authorized Signature

Joey Lynn Leonhardt

Joey.leonhardt@lifespacecommunities.com

2006 South Ankeny Blvd.

100 East Grand Avenue, Suite 200

Ankeny, IA 50023
Address

Des Moines, Iowa 50309
Address

9/8/15
Date

7/27/15
Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Lifespace Communities, Inc.
Project #1**

June 25, 2015

SECTION 6. TRAINING PLAN

I. Training start date. 6/25/2015

II. Training end date. 6/25/2017

Note- Training plans can be written for a maximum of two years

50

III. TOTAL UNDUPLICATED number of employees to be trained. _____

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skills				
• Moving at the Speed of Change	750		Value of Wages & Benefits	6,000
• Thriving on Change	2,500			
Management/Supervisory				
• Regional Operations Development Series				
• Leadership coaching	10,800			
• Project Management	5,000		Value of Facilities	2500
• Effective Leadership	1,425			
• Conflict Resolution				
• Presentation Skills				
• Executive Coaching				
			Value of Equipment	
			Value of Supplies	
			Other:	
			Total In-Kind Match	8500
Total Training Cost				

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including

training and administration costs. Is the business's match above the minimum program match?

☒ Yes ☐ No

Total Training Cost	\$20,475
Administration Cost	\$3,071
Total Project Cost (training cost + administration cost)	\$23,546
Amount of Company Cash Match	\$6,046
Award Amount	\$17,500

A. Explain why the business needs the training identified in the training plan.

Lifespace is in a period of great transition. Positioned at the edge of significant growth, the team at

Lifespace, including the home office team, the field offices and executive directors in the communities, and the new regional operational directors (ROD), are all experiencing indicators that they are in the midst of change.

Specifically, the regional operations directors are in a role where they need to simultaneously drive projects, facilitate projects, sponsor and champion projects, and establish solid working relationships with their field partners, in order to help the organization succeed. The regional operations directors are a newly formed team, yet the team has already demonstrated an ability to work together cohesively, and a cadence of meetings and discussions to stay in sync.

With the extensive nature of the changes underway, based on discussions, we perceive there is a broad need within Lifespace for awareness about the realities and vocabulary of change on an organizational scale.

We also perceive that the regional office directors will benefit from upskilling in specific, tactical methods, procedures, techniques to help them drive and execute on their goals.

B. Describe how this training will contribute to the continued existence of the business.

A strategic plan for growth has been established and is underway, and the team has tools and procedures to execute on the tactical activities that support the strategic goals, as well as to keep the strategic goals in the line of sight and updated on an appropriate basis.

The training proposed will allow the employees of Lifespace to thrive in the midst of change and to hit their strategic goals faster and more efficiently.

C. What skills will the employee acquire from the training and how will these skills improve the employee's marketability?

The learning objectives of the proposed training include:

- Define change and what it means for you and your group
- Identify where change comes from and why it matters

Johnston, Iowa
September 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2015, at 4:00 p.m., at the offices of Heartland Area Education Agency, 6500 Corporate Drive in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Springer Services, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Springer Services, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND SPRINGER SERVICES, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Springer Services, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$10,000; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2015.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2015, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of September 8, 2015
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),
and Springer Services, Inc. dba Springer Professional Home Services, Des Moines, Iowa, (the "Business" and
its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$10,000, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and

shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>Springer Professional Home Services</u>
	<u>1320 NE 60th Ave.</u>
	<u>Des Moines, IA 50313</u>

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pugh, Board President

Type Name and Title

Springer Professional Home Services

Business

Authorized Signature

Eddie Holman General Manager

Type Name and Title

edholman@trustspringer.com

Email Address

2006 South Ankeny Blvd.

1320 NE 60th Ave.

Ankeny, IA 50023

Address

Des Moines, IA 50313

Address

9-8-15

Date

July 3, 2015

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Springer Services, Inc.
dba
Springer Professional Home Services
Project #1**

June 1, 2015

SECTION 6. TRAINING PLAN

I. Training start date. 6/1/2015

II. Training end date. 6/1/2017

Note- Training plans can be written for a maximum of two years

20

III. TOTAL UNDUPLICATED number of employees to be trained. _____

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Management/Supervisory: Employees of Springer Professional Home Services will engage in a variety of management and soft skill training topics. These may include, but are not limited to: sales, management and customer service. Topic areas will be differentiated for varying positions in the organization and will focus on applying the concepts specifically within their role. Training will be provided by DMACC and/or an outside vendor and will include classes, seminars, workshops and/or consulting.	11,800.00	20	Value of Wages & Benefits	16,536
			Value of Facilities	
			Value of Equipment	
			Value of Supplies	
			Other:	
			Total In-Kind Match	16,536
Total Training Cost	11,800.00			

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

☒ Yes ☐ No

Total Training Cost	\$11,800.00
Administration Cost	\$1,770.00
Total Project Cost (training cost + administration cost)	\$13,570.00
Amount of Company Cash Match	\$3,570.00
Award Amount	\$10,000.00

A. Explain why the business needs the training identified in the training plan.

Springer is working to implement a company-wide shift in customer services and sales. Each employee will participate in the described training to improve customer relations and provide consistent service throughout each stage of the sale. The training indicated will help the organization reach their goals of higher customer satisfaction scores and decreased service cancellations.

B. Describe how this training will contribute to the continued existence of the business.

Externally, improved customer service and sales skills will help the organization improve relations with clients and increase repeat customers. Internally, management training will impact the morale of employees and improve the internal customer service. Both internal and external impacts will increase sales and support the continued growth of the organization.

C. What skills will the employee acquire from the training and how will these skills improve the employee's marketability?

Training employees on transferable skills improves the marketability of employees should they need to seek new employment in the future. All training provided can be transferred across industries and encourages growth and development of individuals as employees.

D. Is the average cost of training per employee comparable to the cost of training at Iowa Community Colleges or Universities? ☒ Yes ☐ No If no, please explain:

E. The application documents that all considerations, including funding required to begin the training project have been addressed. ☒ Yes ☐ No

Des Moines Area Community College



FINANCIAL STATEMENTS FOR AUGUST 31, 2015 AND THE TWO MONTHS THEN ENDED

DMACC Fund Descriptions

Fund 1 – General Unrestricted Fund

This fund is used to account for the general operations of the College. These funds are available for any legally authorized purpose and are, therefore, used to account for all revenue and expenditures for activities not provided for in other funds. The organizational units to be financed through this fund are those which are generally directly concerned with the operation and support of the educational programs of the College as a whole.

Fund 2 – General Restricted Fund

This fund is used to account for resources that are available for the operation and support of the educational programs, but are restricted as to their use by outside agencies or donors.

Fund 3 – Auxiliary Fund

These funds are unrestricted, but they have been designated for a particular use. They account for activities intended primarily to provide non-instructional services or sales to students, staff, and/or institutional departments, and which are in addition to the educational and general objectives of the College.

Fund 4 – Agency Fund

This fund is used to account for assets held by the College as custodian or fiscal agent for others.

Fund 5 – Scholarship Fund

This fund accounts for the receipt and disbursement of scholarship awards to students, primarily PELL grants.

Fund 6 – Loan Fund

This fund accounts for the receipt and disbursement of funds relating to student loans.

Fund 7 – Plant Fund

This fund is used to account for transactions relating to investment in College properties. They include amounts which have been appropriated or designated for purchase of land, improvements, buildings, and equipment, the retirement of indebtedness and the administration of the physical plant.

**DES MOINES AREA COMMUNITY COLLEGE
MONTHLY FINANCIAL REPORT
TABLE OF CONTENTS**

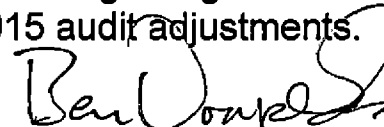
BALANCE SHEET & ATTACHMENTS:

- 1 Balance Sheet - All Funds
- 2 Statement of Revenue, Expenditures & Changes in Fund Balance
- 3 Cash In Banks and Investments
- 4 Detail of Liabilities

BUDGET VS ACTUAL AND COMPARATIVE SUMMARY REPORTS

- 5 Budget Balance Report All Funds
- 6 Fund 1 Revenue Comparison
- 7 Fund 1 Expense Comparison
- 8 Graph Showing Actual Revenue and Expenses Compared to Prior
Year for Funds 1, 2 and 7

The financial statements and information listed above has been prepared in accordance with Generally Accepted Accounting Principles and is accurate and complete in all material respects. Beginning Fund Balances are subject to change as a result of the final FY2015 audit adjustments.



Ben Voaklander, Controller

**Des Moines Area Community College
Balance Sheet
August 31, 2015**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
ASSETS								
Current Assets:								
Cash in Banks and Investments	\$ 12,668,183	\$ 38,783,714	\$ 4,372,312	\$ 2,433,209	\$ 261,556	\$ (102,400)	\$ 30,408,504	\$ 88,825,078
Accounts Receivable	20,071,197	53,884,595	62,222	23,688	(29,505)	-	1,974,106	75,986,303
Student Loans	-	-	-	-	-	189,346	-	189,346
Deposits & Prepaid Expenses	(22,418)	-	-	-	-	-	-	(22,418)
Inventories	39,043	-	396,260	-	-	-	-	435,303
Total Current Assets	32,756,005	92,668,309	4,830,794	2,456,897	232,051	86,946	32,382,610	165,413,612
Fixed Assets:								
Land, Buildings & Improvements	-	-	-	-	-	-	161,822,832	161,822,832
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	15,580,753	15,580,753
Less accumulated depreciation	-	-	-	-	-	-	(68,959,781)	(68,959,781)
Total Fixed Assets	-	-	-	-	-	-	108,443,804	108,443,804
TOTAL ASSETS	\$ 32,756,005	\$ 92,668,309	\$ 4,830,794	\$ 2,456,897	\$ 232,051	\$ 86,946	\$ 140,826,414	\$ 273,857,416
LIABILITIES AND FUND BALANCES								
Liabilities:								
Current Liabilities	\$ 3,164,517	\$ 1,300,635	\$ 13,725	\$ (640)	\$ -	\$ -	\$ 236,661	\$ 4,714,898
Long Term Liabilities	1,417,500	53,862,674	32,500	1,200	-	-	35,561,592	90,875,466
Health & Dental Liabilities	-	3,286,903	-	-	-	-	-	3,286,903
OPEB Liability	-	6,348,160	-	-	-	-	-	6,348,160
Deferred Revenue	17,418,540	32,761,336	13,595	104,635	-	-	-	50,298,106
Deposits Held in Custody for Others	12,461	-	-	2,351,702	-	-	-	2,364,163
Total Liabilities	22,013,018	97,559,708	59,820	2,456,897	-	-	35,798,253	157,887,696
Fund Balance:								
Unrestricted	10,742,987	-	4,770,974	-	-	-	-	15,513,961
Restricted-Specific Purposes	-	(4,891,399)	-	-	232,051	86,946	(392,711)	(4,965,113)
Net Investment in Plant	-	-	-	-	-	-	105,420,872	105,420,872
Total Fund Balance	10,742,987	(4,891,399)	4,770,974	-	232,051	86,946	105,028,161	115,969,720
TOTAL LIABILITIES & FUND BAL	\$ 32,756,005	\$ 92,668,309	\$ 4,830,794	\$ 2,456,897	\$ 232,051	\$ 86,946	\$ 140,826,414	\$ 273,857,416

Des Moines Area Community College
Statement of Revenue, Expenditures and Changes in Fund Balances
For the Two Months Ended August 31, 2015

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
Revenue:								
Tuition and Fees	\$ 7,428,958	\$ 1,700	\$ 105,661	\$ 175	\$ -	\$ -	\$ -	\$ 7,536,494
Local Support (Property Taxes)	1,049,842	1,837,320	-	-	-	-	1,049,843	3,937,005
State Support	5,727,132	2,046,902	-	-	-	-	400,000	8,174,034
Federal Support	38,709	296,042	-	3,355	(1,503)	-	-	336,603
Sales and Services	104,863	748	561,238	13,782	-	-	5,328	685,959
Training Revenue / ACE	-	2,550,448	-	-	-	-	-	2,550,448
Other Income	209,872	224,892	89,709	265,051	-	-	1,420	790,944
Total Revenue	14,559,376	6,958,052	756,608	282,363	(1,503)	-	1,456,591	24,011,487
Transfers In - General	106,607	-	-	14,675	-	-	721,748	843,030
Total Revenue and Transfers In	\$ 14,665,983	\$ 6,958,052	\$ 756,608	\$ 297,038	\$ (1,503)	\$ -	\$ 2,178,339	\$ 24,854,517
Expenditures:								
Instruction	\$ 7,187,665	\$ 2,381,418	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,569,083
Academic Support	2,091,661	12,341	-	-	-	-	-	2,104,002
Student Services	1,710,806	206,196	-	-	-	-	-	1,917,002
Instructional Support	2,227,736	1,501,163	-	-	-	-	-	3,728,899
Operation and Maintenance of Plant	1,245,530	2,671,112	-	-	-	-	-	3,916,642
Auxiliary Enterprise Expenditures	-	-	328,434	-	-	-	-	328,434
Scholarship Expense	-	-	-	-	10,888	-	-	10,888
Loan Fund Expense	-	-	-	-	-	(870)	-	(870)
Plant Fund Expense	-	-	-	-	-	-	4,753,385	4,753,385
Agency Fund Expense	-	-	-	136,248	-	-	-	136,248
Total Expenditures	14,463,398	6,772,230	328,434	136,248	10,888	(870)	4,753,385	26,463,713
Transfers Out - General	225,028	606,207	-	11,795	-	-	-	843,030
Total Expenditures and Transfers Out	14,688,426	7,378,437	328,434	148,043	10,888	(870)	4,753,385	27,306,743
Net Increase (Decrease) for the Period	(22,443)	(420,385)	428,174	148,995	(12,391)	870	(2,575,046)	(2,452,226)
Fund Balance at Beginning of Year	10,765,430	(4,471,014)	4,342,800	1,309,362	244,442	86,076	107,603,207	119,880,303
Fund Balance at End of Period	\$ 10,742,987	\$ (4,891,399)	\$ 4,770,974	\$ 1,458,357	\$ 232,051	\$ 86,946	\$ 105,028,161	\$ 117,428,077

DES MOINES AREA COMMUNITY COLLEGE
INVESTMENT RECAP
August 31, 2015

DEPOSITORY ACCOUNTS

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 35,063,076	0.28%	Money Market
Various Checking Accounts	\$ 391,677	0.21%	Checking Accounts
Wells Fargo Bank - Ankeny	\$ -	0.15%	Money Market
Sub Total	\$ 35,454,753		

DMACC INVESTMENTS

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bank of the West		\$ 13,109,496	0.18%	Checking Accounts
West Bank		\$ 2,261,136	0.10%	Investment Account
West Bank	September 28, 2014	\$ 2,000,000	0.45%	9/28/2016
Wells Fargo		\$ 516,210	0.15%	Investment Account
Sub Total		\$ 17,886,842		

					<u>Calculated Term Months</u>
Great Western Bank	October 24, 2012	\$ 90,000	0.60%	October 26, 2015	36.6
Great Western Bank	October 24, 2012	\$ 280,000	0.75%	April 25, 2016	42.6
City State Bank- Madrid	February 26, 2015	\$ 1,000,000	1.00%	February 26, 2017	24.4
City State Bank- Madrid	February 26, 2015	\$ 2,300,000	0.65%	August 26, 2016	18.2
Wells Fargo - Ankeny	June 26, 2014	\$ 2,000,000	0.30%	February 26, 2016	20.3
Bankers Trust - Des Moines Money Market		\$ 19,991,218	0.28%	Money Market	
Wells Fargo - Ankeny Money Market		\$ 9,819,572	0.15%	Money Market	
ISJIT Diversified Fund		\$ 2,693	0.01%	Money Market	

ISJIT INVESTMENTS

Total ISJIT Investments \$ 35,483,483

Grand Total of Investments

\$ 88,825,078

Grand Total Weighted Average of Investments

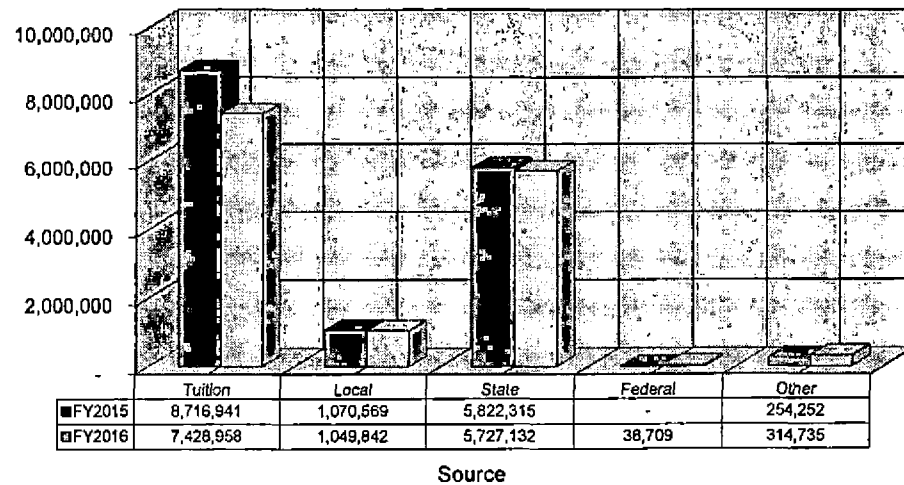
0.27%

Des Moines Area Community College
Fiscal Year Ending June 30, 2016 Budget Report
Summary by Fund (All Funds)
For the Two Months Ended August 31, 2015

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
Revenue						
Unrestricted Current	1	\$ 107,232,729	\$ 106,591,629	\$ 14,665,983		\$ 91,925,646
Restricted Current	2	51,552,510	51,552,510	6,958,052		44,594,458
Auxiliary	3	3,288,452	3,482,452	756,608		2,725,844
Agency	4	764,505	764,505	297,038		467,467
Scholarship	5	25,863,159	25,863,159	(1,503)		25,864,662
Loan	6	5,000	5,000	-		5,000
Plant	7	62,865,700	50,865,700	2,178,339		48,687,361
Total Revenue		\$ 251,572,055	\$ 239,124,955	\$ 24,854,517		\$ 214,270,438
Expenditures						
Unrestricted Current	1	\$ 106,678,002	\$ 106,047,960	\$ 14,688,426	\$ 48,732,196	\$ 42,627,338
Restricted Current	2	52,036,486	51,797,684	7,378,437	8,034,014	36,385,233
Auxiliary	3	3,663,215	4,089,827	328,434	1,536,566	2,224,827
Agency	4	656,312	658,110	148,043	95,768	414,299
Scholarship	5	25,883,159	25,883,159	10,888		25,872,271
Loan	6	5,000	5,000	(870)		5,870
Plant	7	50,387,307	50,004,158	4,753,385	19,766,546	25,484,227
Total Expenditures		\$ 239,309,481	\$ 238,485,898	\$ 27,306,743	\$ 78,165,090	\$ 133,014,065

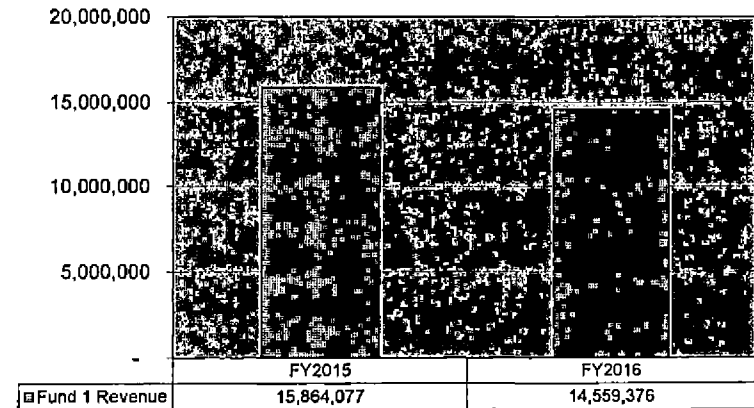
**Des Moines Area Community College
Revenue/Expense Comparison With Prior Year
For the Two Months Ended August 31, 2015**

**Fund 1 Revenue Comparison by Source
August 31, 2015**

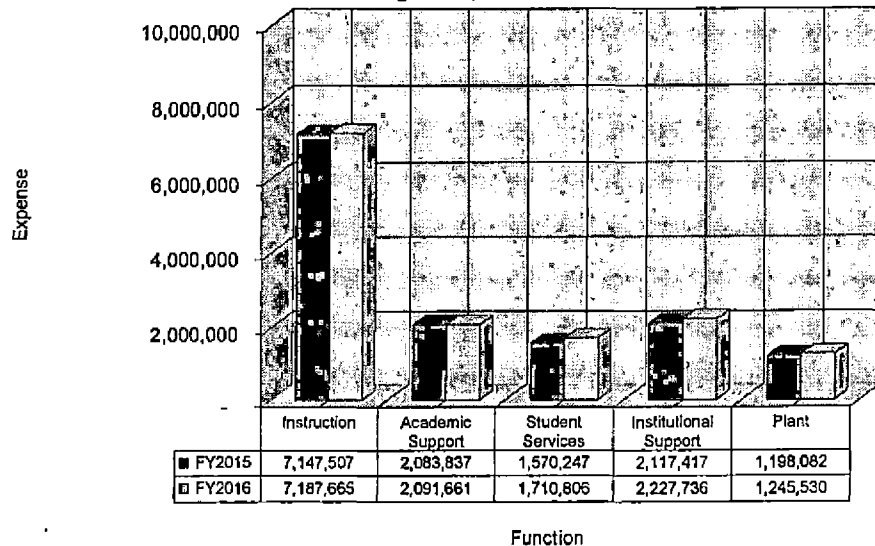


Tuition Decrease -14.78%
Overall Decrease -8.22%

**Fund 1 Revenue
August 31, 2015**



**Fund 1 Expense Comparison by Function
August 31, 2015**



Overall Increase 2.45%

**Fund 1 Expense
August 31, 2015**

